

# **PROJECT OPERATIONS MANUAL**

## **Engaging Communities for Better Schools in the Kyrgyz Republic**

Japan Social Development Fund (JSDF)

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## ACRONYMS

AKF	Aga Khan Foundation
AKF Kgz	Branch of the Aga Khan Foundation in the Kyrgyz Republic
AKF USA	Aga Khan Foundation USA
AO	Ayil Okmotu
ABoTs	Association of BoTs
BOT	Board of Trustees
CEF	Citizen Engagement Facilitators
DED	District Education Department
DPI	Development Policy Institute
ESMP	Environmental and Social Management Plan
IDA	International Development Association
IFR	Interim Un-audited Financial Reports
IPSAS	International Public Sector Accounting Standards
ISA	International Standards on Auditing
FM	Financial Management
JSDF	Japan Social Development Fund
MOES	Ministry of Education and Sciences
OM	Project Operations Manual
PCC	Project Coordination Committee
RTTI	Republican Teacher Training Institute
SOE	Statement of Expenditures
SSERP	Sector Support Education Reform Project
TTI	Teacher Training Institute
WA	Withdrawal Application
WB	World Bank

## **CHAPTER 1: INTRODUCTION**

## 1. INTRODUCTION

1. This Operations Manual (OM) explains the processes for project implementation and the rights, roles and responsibilities of those involved in implementing the project.

## 2. STRUCTURE OF THE OPERATIONAL MANUAL

2. This Operations Manual consists of three parts:

**Chapter 1** introduces the project development objective and provides a high level summary of the project context and strategy.

**Chapter 2** provides technical guidance on the project's three key components.

**Chapter 3** details the operational guidelines for the project, including financial management, procurement, safeguards, reporting, governance, M&E, and project visibility.

**Chapter 4** includes all relevant annexes to the operational manual, including the results framework, reporting template, and ToRs. Forms for project activities will be added to the Annexes as they become available.

## 3. PROJECT SUMMARY

3. The project will support the development and implementation of an innovative approach to citizen engagement to improve the service delivery of primary and secondary schools in the poorest districts of the Kyrgyz Republic through enhanced citizen engagement, transparency, accountability and responsiveness. The grant proposes a series of “demand side” actions (carried out by citizens and civil society) to enhance and complement “supply side” activities (carried out by government actors) in the context of the current Sector Support for Education Reform Project (SSERP), implemented by the Ministry of Education and Science (MOES) and supported by the World Bank.
4. The project aims to improve the governance and performance of 359 target schools by: strengthening school-level platforms and capacities for community engagement, proactively sharing budget and performance information; introducing participatory processes of multi-stakeholder feedback and action-planning; and, supporting the implementation of jointly agreed priority actions. The project consists of three components:

### **Component A: Community engagement processes & Capacity-building**

- Develop and strengthen school-level Boards of Trustees (BoT) as a platform for citizen engagement;
- Build capacity of citizen to access, analyze, and make use of timely, comparative, and user-friendly information in order to engage effectively with school management;
- Introduce citizen-led accountability mechanisms (community scorecards) for ongoing engagement and joint action at school level

### **Component B: Micro-grants for priority investments in underprivileged**

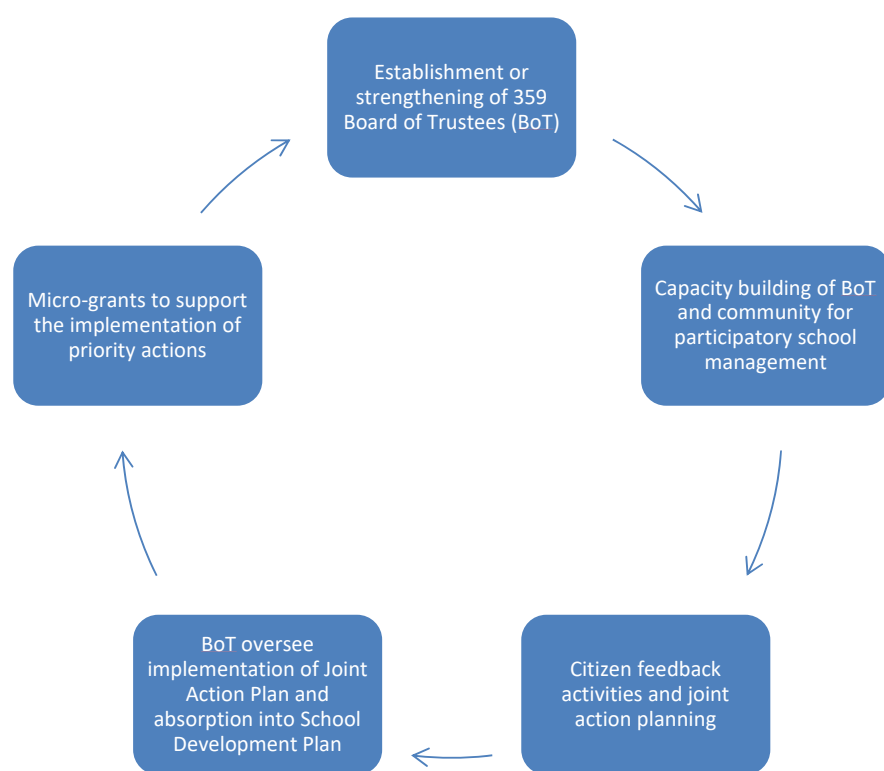
The objective of this component is to support the implementation of priority actions jointly identified through community scorecard and joint action planning process, and integrated into the school development plans (SDP). Community facilitators will build the capacity of BoT to support, oversee, and mobilize resources for priority school improvement actions identified in joint action plans. The project will provide schools with opportunity to apply for matching grants (\$2000-3000) and support and monitor grant implementation.

### **Component C: Project Management and Administration, Monitoring & Evaluation, and Knowledge Dissemination**

The project will include a system of process learning: ongoing reflection and learning by project stakeholders to review processes and results, strengths and weakness, distil lessons, and propose

improvements and next steps. Efforts will be made to communicate lessons and feedback within the project schools through social media and ICT.

5. Project activities are programmed and timed to correspond with the existing annual school cycle. For example, training and capacity development events occur prior to the start of the school year and during semester breaks; citizen feedback processes are timed so that resulting joint action plans will feed into the annual school development plan and budgeting process; and, financial support for the implementation of priority school improvements is provided towards the end of the school year to allow for the possibility of works or training activities to be undertaken during the summer months.



**Figure 1 Project Intervention Cycle**

#### **4. PROJECT GEOGRAPHIES, BENEFICIARIES AND SELECTION PROCESS**

**Table 1 Summary of project coverage**

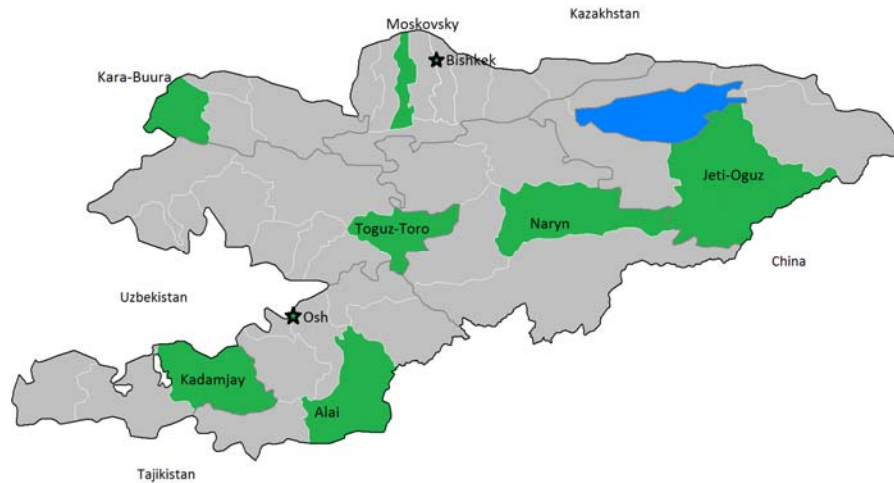
<b>Regions</b>	<b>Districts*</b>	<b>Schools</b>	<b>Students</b>	<b>Teachers</b>	<b>Parents/ HHs</b>	<b>Villages</b>	<b>Population</b>	<b>People in poverty</b>
9	9	359	197,046	13,324	183,281	349	1,070,000	456,470

\* Districts (the poorest in each oblast) were selected from the Poverty Mapping in the Kyrgyz Republic, World Bank, April 2013.

6. The project will be implemented across all regions of the country, but specifically targets the poorest district of each oblast. These include a mix of low and highly-populated districts and a mix of rural and urban contexts, though the primary emphasis is on poor rural areas. Overall, the project is estimated to reach about 200,000 students, 183,000 parents and 13,000 teachers. The project benefits three main groups through changes in service provider performance and responsiveness, a change in voice and empowerment of citizens, and a change in the enabling environment for community engagement in schools. The project's primary beneficiaries are the primary and secondary students who gain directly from the improved education services. The second group to benefit from the project is parents and communities who are empowered to



express their views, to influence decisions and to take action towards improving their communities' schools and, as a result, the learning outcomes and life opportunities of their children. Finally, the project benefits school teachers and administrators who gain capacity building opportunities as well as support to improve school governance and create a more enabling teaching and learning environment.



**Figure 2 Project geographies**

## **5. PROJECT DEVELOPMENT OBJECTIVE**

7. The objective of the Project is to develop inclusive approaches to citizen engagement that support improvements in the accountability and responsiveness of teachers and school management in the poorest districts and contribute to enhancing student performance.

## **CHAPTER 2: TECHNICAL GUIDELINES**

## **1. COMPONENT A: COMMUNITY ENGAGEMENT PROCESSES & CAPACITY BUILDING**

8. **Overview.** Composed of three sub-components, Component A will: (i) develop and strengthen school-level Boards of Trustees (BoT) as a platform for citizen engagement; (ii) build the capacity of citizens to access, analyze and make use of timely, comparative and user-friendly (budget and performance) information in order to engage effectively with schools; and (iii) introduce a citizen-led accountability mechanism (community scorecards) for ongoing engagement and joint action at the school level. All activities will utilize structures planned for or embedded in schools.
9. **Objective.** This component supports social accountability capacity building for community members (including students, parents and concerned citizens) and local officials/service providers. Through joint training events, multi-stakeholder reflection and learning forums, the component introduces a collaborative approach whereby both sets of actors work in partnership according to a set of clearly defined and jointly agreed roles and responsibilities. In addition, recommended actions resulting from the community scorecard process will be jointly agreed by both service users and providers and are timed to feed into the annual school development planning cycle.

### ***1.1. SUBCOMPONENT A1: DEVELOP AND STRENGTHEN SCHOOL-LEVEL BOARDS OF TRUSTEES (BOT)***

10. **Overview.** The BoT practice in the schools of the Kyrgyz Republic has a complicated evolution, connected to the period after gaining the independence. In the tradition of Soviet education, school management was under the authority of the government. At the end of the 1990s, a first systematic attempt was made to establish BoTs throughout the country. At that time, compulsory parental contribution was introduced into school system<sup>1</sup>, thus BoTs were established in all schools primary and secondary level education institutions to manage those funds. Then, during the period 2008 – 2012, development agencies, mainly USAID, supported the legal registration BoTs. This approach gave impetus to the development of new forms of community participation in the management of education institutions. However, the Law "On the Board of Trustees"<sup>2</sup> (hereafter "BoT Law") adopted in May 2014, as well as other related regulations and by-laws, have reformed today's legal platform for public participation in the school management. Key aspects of this legal reform are following:

- BoT is an informal co-governing body of the school;
- Members of BoT should be approved by the Committee composed out of local authorities (District State Administration, District Education Department, Aiyl Okmotu, Aiyl Kenesh, etc.);
- BoT members can be not only parents, but broader representatives of the community;

Although the legal framework recognizes that the main function of BoTs is to raise funds for schools, the new legislations established some complicated procedures in the terms of financial management of those funds. For instance, the BoT Law requires that BoTs should not be a legal entity. Therefore, BoTs have no right to open a settlement account in any commercial banks. Also, the Budget Code of KR (2016) states that external funds raised by BoTs should be accumulated to the school's account which is managed/oversight by the State Treasury. However, most of the schools in the country do not have an accountant, thus schools are not budget holders and do not maintain the financial management for salaries, procurement etc. Those functions are under the responsibility of the District Education Department.

11. It is a common practice in all schools to collect money from parents to help cover the financial needs of schools (including renovations, repairs, the purchase of new teaching or sports

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<sup>1</sup> Monthly parental contribution was KGS 100 in rural areas and KGS 160 in urban areas.

equipment, etc.). These funds, which may amount to US\$ 70–650 per household,<sup>2</sup> are typically collected and managed in an informal manner, often with no formal regulations and limited transparency. Ensuring the transparent and effective management of these financial contributions is one of the key motivating factors behind the creation of Boards of Trustees. Boards of Trustees also represent an important platform for broader citizen engagement, social accountability at school level as well as raising funds locally for their schools.

12. **Objective.** Sub-Component A.1 will improve the transparency, accountability and responsiveness of target schools by supporting, in 9 target districts, the implementation of the BoTs decree. The project will support the establishment or strengthening of BoTs in 359 target schools through: (i) a stock-taking of BoTs in target districts; (ii) the preparation of draft operational guidelines and training modules for BoTs, approved by MOES and ratified by a ministerial order and capacity building in each target school, including clarity on the roles and responsibilities of the BoTs; (iii) improving functionality and/or strengthening the BoTs in target schools, including skills development; and (iv) development of BoT networks at rayon (and ultimately at national) level.

### STEP 1: CONDUCT AN INVENTORY AND ASSESSMENT OF EXISTING BOT IN TARGET DISTRICTS

13. **Overview.** No reliable data exists regarding the number of BoT in the country. An initial task of the project is to compile an inventory of existing BoT in the project's target districts. In order to determine the existence of BoT in the target geographies, the project team held meetings with DED officials and school directors in all target districts in the project's first quarter.
14. **Objective.** To assess BoT existence and capacity and introduce local stakeholders to the project. A key output of this activity is the development of an inventory of existing BoTs in target districts that will be prepared by the project team and incorporated into the baseline report.
15. **Participants.** 410 participants (District Education Department (DED) officials, LG, and school directors in 9 districts).
16. **Duration.** Half-day meetings at DED offices (total time for data collection: 12 days).
17. **Process.**
  - The Project Manager will develop a questionnaire or check list for data collection and conduct a 1 ToT for coordinators and the project management team on the data collection process (the form will be developed and attached as an Annex to his POM by September 2017).
  - Coordinators will organize 3 day ToT on information collection for Community Facilitators.<sup>3</sup>
  - Community Facilitators will organize district-level orientation meetings with district education officials, LGs and school directors to inform them about the objective, main principles and activities of the project and collect basic data about target schools.
  - At the meetings, Facilitators will collect basic information about each target school through a questionnaire/check list, including basic information regarding the school's BoT (e.g., date of establishment, legal status, number of members, frequency of meetings, activities to date, etc.). Findings from the questionnaire will result in an inventory of BoT functionality, which will be used as the basis for Step 3.
  - Information will be collected and transferred to the Strategic and Analytical Department of the MOES.
  - Findings from that assessment show that out of 359 schools only 167 schools followed the BoT Law and their composition was completed before the project launch.

<sup>2</sup> Estimation based on <http://www.sciencedirect.com/science/article/pii/S1879366516300094> (Table 2)

<sup>3</sup> For roles and responsibilities of project staff, please see Chapter 3, Section 2 on 'Institutional Arrangements'.

The remaining 190 schools gained project's support and BoTs were established during the period January to March 2018.

## **STEP 2: DEVELOP OPERATIONAL GUIDELINES FOR BOT**

18. **Overview.** There is a broad lack of clarity on the part of school directors and parents as to the exact roles and responsibilities of BoT, how they should be formed, and relate to other actors. The project will develop guidelines outlining BoT operations, roles, and responsibilities based on the Law on Board of Trustees.
19. **Objective.** Draft operational guidelines for Boards of Trustees prepared, receive initial approval from MOES and are ratified by a ministerial order (May 2018), and are disseminated.
20. **Participants.** Technical Assistant contracted by AKF.
21. **Duration.** 40 day TA consultancy.
22. **Process.** The project developed an operational guideline for BoT (Annex 32: Operational guideline for boards of trustees in the schools of kyrgyzstan the Kyrgyz Republic ) in the Russian and Kyrgyz languages, which compiles key aspects on: (i) the composition of BoTs; (ii) purpose and responsibilities; and (iii) operating principles and rules (including its financial management for extra-budgetary funds, accountability and transparency as well as relationships with other actors).
  - The project will fund a TA consultant (see Terms of Reference in Annex 8) to support the MOES team in the development of the guidelines and training modules based on existing laws, rules and regulations. The Project Manager will present the ToR to the MOES for their review. The Project Manager and MOES will review CVs and make a joint selection. Once contracted, the TA Consultant will report directly to the Project Manager. The TA Consultant's deliverables will be jointly approved by the Project Manager and a designated focal point from the MOES.
  - The TA will review the Law on BoT and review the ADB's draft guidelines on BoT to consider how it can be expanded or revised. In addition to desk review, the TA will consult with current BoT members to seek their inputs on challenges, lessons and recommended practices, and share the drafted guidelines with other stakeholders for review.
  - The draft guidelines will be submitted to MOES management for preliminary approval to pilot for BoTs' feedback.
  - After preliminary approval, the BoT guideline will be translated into Kyrgyz language and 2,260 copies of the guidelines (Rus/Kyrg) will be printed and used for Step 3 as below. Each target school will receive one copy and the remainder will be distributed to the Republican Teacher Training Institute and Regional Teacher Training Institutes for training purposes and distribution to non-targeted schools after refining in Year 3 and final approval by the MoES.

## **STEP 3: SUPPORT THE STRENGTHENING AND INSTITUTIONALIZATION OF BOT**

23. **Overview.** The inventory assessment (Step 1) findings revealed that 86.3% of schools expressed the need to strengthen the capacity of their BoT. Thus, the project will support the strengthening of all BoTs by mobilizing BoT members (parents) and school management (directors), and providing target BoT with the guidelines developed in Step 2.
24. **Objective.** BoT are strengthened and/or established in all 359 schools.
25. **Participants.** 1,795 participants (BoT members, school directors)
26. **Duration.** Q4 of Y1 and Q1/Q2 of Y2.

27. **Process.** In schools where the BoT is not functioning effectively, AKF will provide advice and support to school directors and parents' committees as necessary to improve capacity and functionality of BoTs in all target schools in accordance with the BoT Law and the guideline developed by the TA in Step 2.
- 6-day ToT on operational guidelines for BoTs in Bishkek for four Project Coordinators and 23 Project Facilitators. The ToT also focus on mentoring program for BoTs (Subcomponent A1.1, Step 4) and conducting public hearing (Subcomponent 2B, Step 4). The ToT materials are available in Annex 33. Training materials for ToT on BoT guideline.
  - 1-day capacity building training in each target school for BoT and school directors based on operational guidelines for BoT.

#### **STEP 4: DEVELOP TRAINING AND MENTORING PROGRAM FOR BOT**

28. **Overview.** The TA (Step 2, see Terms of Reference in Annex 8) will develop a training and mentoring program for BoT members in collaboration with projects working in the same field (e.g., ADB project).
29. **Objective.** Learning materials on a four-day training modules on capacity building of BoTs are designed and discussed/demonstrated during ToT in Step 3.
30. **Participants.** MOES, AKF, TA
31. **Duration.** May 2017
32. **Process.** Based on the operational guideline for BoT developed in Step 2, TA developed a training program (module) on capacity building of BoT for Project Facilitators. During first 6 months after ToT the Training Program will be piloted in target schools for feedback and comments. The Training program will be submitted to MOES for final approval after finalization in Y3.
- The TA consultant (contracted according to the process outlined in Step 2) develops a training and mentoring program (Annex 34. Training Program for BoTs);
  - A draft program will be submitted to Kyrgyz Academy of Education and Department of Strategy at the MOES for revision and approval as in Step 6;
  - Training material will be used by project facilitators for Step 5. After finalizing in Year 3 training materials will be translated and printed (500 copies). Each target school will receive one copy and the remainder will be distributed to the Republican Teacher Training Institute and Regional Teacher Training Institutes for training purposes and distribution to non-targeted schools.

#### **STEP 5: CONDUCT TOT AND TRAINING OF BOT MEMBERS**

33. **Overview.** Project team (four coordinators and 23 facilitators) will receive a ToT and subsequently train BoT members using the training module developed under Step 4.
34. **Objective.** 1,800 BoT members and school directors receive (4 days) training.
35. **Participants.** 1,795 participants, at least 50 % women (5-6 people (school director and 4-5 BoT members) in each target school).
36. **Duration.** Four one-day trainings for BoT members in Year 1 and Year 2.
37. **Process.** Community facilitators will deliver the training to teams of 5-6 people from each school (i.e., the school director plus 4-5 BoT members). The training methodology will be based on principles of practical, goal-oriented and learner-centered adult education. In between training events, participants receive mentoring by Community Facilitators (according to need) to

successfully fulfill their functions. The training will also provide an opportunity to collect feedback from participants on the content, which will be built into the revision in Step 6. In order to promote networking between BoT, training events will be conducted at district (rayon) level, bringing together clusters of 30-40 participants from 6-7 schools.

- A 2-day ToT for four Project Coordinators and 23 Project Facilitators on BoT training material developed in Step 4. This ToT is provided as part of the ToT on BoT guideline (Step 3).
- Conduct a 3-day ToT for 4 Project Coordinators and 24 Project Facilitators on Social Accountability issues and on development of BoTs associations.
- Community Facilitators conduct 4 1-day training for clusters of BoT members (30-40 participants) at rayon level.

## **STEP 6: REVIEW, REFINE AND FINALIZE BOT TRAINING MATERIAL**

38. **Overview.** In order to facilitate cost-effective roll-out of the training materials tested in Year 1, the team will refine the training materials and convert these into online material that may be utilized by all schools via regional teacher training institutes.
39. **Objective.** BoT training materials and guidelines are refined with feedback from training, and approved by MOES. An interactive video-based version of the BoT training course is designed, approved by MOES, and made available via online and mobile platforms.
40. **Participants.** TA Consultant
41. **Duration.** Training material developed and tested in Y1 and revised in Y3. .
42. **Process.** In Year 3, the TA Consultant will review training materials and guidelines will be collectively reviewed and refined and then resubmitted to MOES for final approval. In order to facilitate subsequent cost-effective roll out to all schools in the country, an interactive, online/video-based version of the full BoT training course will be produced. To promote national rollout, the final training package is made available to all regional in-service training institutes.
  - 15 day consultancy for TA to refine and finalize BoT training materials package. The TA Consultant will conduct field-based participatory evaluation of the training program with Community Facilitators, BoT and school directors.
  - The revised training material will be submitted to the Kyrgyz Academy of Education and Department of Strategy at the MOES for approval.
  - AKF will sub-contract a local company to develop video-based training material, which will be made available publicly via an online platform.
  - 500 copies of the revised BoT training material will be printed and disseminated in schools. Each target school will receive one copy and the remainder will be distributed to the Republican Teacher Training Institute and Regional Teacher Training Institutes for distribution to non-targeted schools.

## **STEP 7: STUDY TOURS FOR BOT MEMBERS AND SCHOOL DIRECTORS<sup>4</sup>**

43. **Overview.** To contribute to capacity development and networking, the project will organize study tours (e.g., allowing groups of BoT members and school directors to travel within or outside their district to visit and learn from schools with lessons of good practice to share).
44. **Objective.** 1,000 BoT members and school directors participate in 1-2 day study visits.
45. **Participants.** 1,000 BoT members and school directors.

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<sup>4</sup> The project considers only in-country study tours as international study tours are not allowed under this grant.

46. **Duration.** 1 study tour in Year 1, 12 in Year 2 and 11 in Year 3

47. **Process.**

- Facilitators with the support of the support of Area and Regional Coordinators will organize 24 intra-district and inter-oblast study tours for 1,000 BoT members. Those study tours will aim at reinforcing peer-to-peer learning between “strongest BoT” and “weakest BoTs”. Through this initiative, participants from “weakest BoTs” will have the opportunity to share about the organizational challenges they face with their “strongest” peers and to gain insides on how to address those challenges. Additionally, representatives from “strongest BoTs” will be invited to share their best practices for engaging with communities and school administrations, in conducting annual interactive and participatory open budget and performance hearings, among others. Participants to this activity will be appointed by the BoT themselves and final list of participants will be approved by the Facilitators as well as Area and Regional Coordinators based on proposed candidates 1) level of involvement in the activities of their BoTs, 2) gender – the project will aim at involving a equal number of women and men in those study tours, among others. The selection of the “strongest BoTs” to be visited will be done by the Facilitators, in collaboration with the Area and Regional Coordinators.

## **STEP 8: ESTABLISHMENT OF ONLINE BOT NETWORKS**

48. **Overview.** The project will support and assist participating BoT to create an online platform for on-going communication and information exchange at the district and national level.

49. **Objective.** 9 rayon-level BoT online networks are established. A national BoT online networking platform is established with membership of supported BoTs.

50. **Participants.** BoTs members, IT teachers and Community facilitators

51. **Duration.** First half of Year 3.

52. **Process.** In addition to these face-to-face events in Step 7, the project will support and assist participating BoTs to create an online platform (e.g., using Facebook, WhatsApp or a Google group) for on-going communication and information exchange at the district and national level.

- Identify and recruit a one TA and 9 part-time moderators to establish and moderate the online platform. The platform will be created using existing applications (e.g., Facebook, WhatsApp, Moodle or Google group). The moderator will be awarded a small honorarium for her/his time.
- The recruited TA will provide 1 day training to 9 part-time moderators to enable them to establish and moderate the online platform o district level.
- The 9 part-time moderators will provide two-hour training for project Community facilitators, at least 2 members of BoTs and 2 CEFs of target schools and IT teachers in target schools, to enable them to use and manage the online networking platform. The two-hour training will take place on cluster level of every target rayons as per decision of PM and project coordinators. .

## **STEP 9: ASSOCIATION OF BOTS**

### **STEP 9A: FEASABILITY STUDY OF ASSOCIATION OF BOT**

53. **Overview.** This sub-component will support a feasibility study for an Association of fee paying BoTs.

54. **Objective.** A feasibility study for an Association of fee-paying BoT is conducted.



55. **Participants.** Project M&E Specialist .
56. **Duration.** 10 day in second half of Y2.
57. **Process.** The feasibility study will be conducted by the project's M&E Specialist under the supervision of the Project Manager.

#### **STEP 9B: ESTABLISHMENT AND FUNCTIONING OF ASSOCIATION OF BOTS**

58. **Overview.** This sub-component will support the establishment of associations of BoTs at appropriate geographical levels:- Aiyl Amak (AA) or Raion or Oblast or National
59. **Objective.** BoTs establish their associations. These associations provide functional supports to their member BoTs.
60. **Participants.** Members of the BoTs and Project Facilitators.
61. **Duration.** Establishment of associations of BoTs during first two months of Y3. The functional support by associations of BoTs to their member BoTs will continue after that in Y3 onwards.
62. **Process.**
- On the basis of the feasibility study undertaken by the project, BoTs will decide whether they would like to form their association at AA level or at higher levels. (Most of the BoTs preferred to form AA level association in beginning. So, the project has agreed to facilitate formation of the AA level BoT-associations (ABoTs)
  - The project facilitators will organize the joint meetings of majority of members of the BoTs with following agenda (1) Present and explain the details about objectives and functioning of the association of BoTs (2) Seek opinion of majority of members of BoTs, who are present in this meeting, by asking if the members of BoTs would like to form an Association with other BoTs in the area? If yes, what should be the level or association- AA level association or higher level association? (3) In this meeting, the Facilitators should first explain the differences between (a) Special Account at the State Treasury and (b) Bank Account of the Association of BoTs in a commercial bank. After that, Facilitators should ask about the preference of said BoT for receiving Micro-Grant, if awarded.
  - Membership of the proposed Association depends on whether a BoT wants to be part of an association or not. It does not depend on preference related to receipt of the Micro-Grant. A BoT can be member of the Association even if it does not want to use Bank account of the Association for receipt of the Micro-Grant. Membership of Association is independent of choice of BoT for receiving Micro-Grant fund.
  - In case BoTs members choose the option to establish Associations, the Project Facilitator should explain them about a Model Charter (given in Annex 37) of Association of the BoTs. In this meeting, BoTs should also nominate its chairperson and two other members to represent the BoT in forthcoming joint meeting of all BoTs at Aiyl Amak level. Out of three nominated members of the BoT, at least one member should be a woman.
  - As a follow-up to meetings with members of the individual BoTs, joint meeting of all the BoTs in AA should take place at a common place for formation of the AA level Association. Every BoTs in this joint meeting should be represented by its three nominated members. The agenda of the meeting will be: (1) Developing a charter of the Association on the lines of model charter (2) Detailing out roles, responsibilities and compensation for President and Treasurer (3) Electing President and Treasurer, as per agreed procedure in the charter (4) Agreeing on financial contributions of member BoTs for supporting official expenses of the Association. (5) Developing a time frame and mandating President and Treasurer to complete – (a) Charter registration (with Justice Department of Government of Kyrgyz Republic) of the Association (c) Acquiring a registration number from the statistical agency; (d) Developing the design of the seal; (e) Obtaining permission from the Ministry of Internal Affairs for production of the seal; (f) Seal production; (g) Registration to tax authorities for obtaining a permission to operate; (h) Permission for bank account opening to perform financial transactions.(i) opening of Bank Account of Association in an approved commercial bank and (j) arranging office and other functional requirements for association.

- Parallel to the completion of official formalities for registration and opening of the bank account of the Association, AKF will organize cluster level capacity building workshops for the Presidents and Treasurers of all ABOTs in a region. Depending on the number of Associations, such workshops could be organized at Raion or higher levels.
- In such workshop, training should be provided on (i) Roles and responsibilities of the President, Treasurer and members of the Association, as per charter of the Association (ii) How to develop self-regulating Code of Conduct for the Member BoTs (iii) How to promote and support peer learning among member BoTs (iv) How to collectivize voices of BoTs and undertake advocacy with local authorities for improvement in functioning of the BoTs (v) How to support member BoTs in receiving and managing the funds under the Micro-Grant (vi) How to do fundraising and crowdfunding.
- After initial Raion level capacity building workshop for the Association, it is expected that the Project Facilitators will also facilitate regular quarterly meetings of the Association during the current project period. The Project Facilitators will also provide proactive handholding supports to different associations, as and when needed.
- The project should also strive to have an oblast level consolidation workshops with the Associations during the last quarter of the project. This workshop will provide a platform for collective evaluation of the progresses made by the project. It will also highlight future (after the current project) advocacy and action agenda for the Associations.
- The project will recruit 10 trainers to support the establishment and development of ABoTs.

## ***1.2. SUBCOMPONENT A2: ACCESS TO INFORMATION AND AWARENESS BUILDING ON PERFORMANCE AND BUDGETS***

63. **Overview.** Currently, local stakeholder access to budget information in the Kyrgyz Republic is lacking. School finances are managed by and information is held by the school director. Teachers, parents, students and other community members are uninformed. Transparency and accountability is complicated by the fact that schools have multiple sources of revenue, and revenues and expenditures are not captured in a single statement:

- school salaries and other core costs (such as furniture, equipment, textbooks and snacks) are paid for by ministerial transfers channeled through the district educational authority;
- utilities and maintenance are paid directly by local self-governing bodies (Ayil Okmotus);
- in most schools, parents pay a monthly contribution to cover additional expenses, such as learning materials, equipment, classroom improvements or special events; and finally,
- some schools receive additional funding (for investment projects, renovations, repairs, furniture, equipment, materials, school feeding programs, special initiatives, etc.) from CSOs, local philanthropists and other sources.

In addition to budget data, school communities need to be able to access and understand information on the performance of their local schools(s). Without being swamped in information that is difficult to understand or compare, it is essential that parents and teachers understand how they are doing – when compared with national standards and targets and other schools. The MOES compiles comparative data regarding learning outcomes in schools across the country and, in recent years, has made this information available to the public on the MOES website. This is an important and useful initiative on the part of the ministry. The extent to which local-level stakeholders in practice are aware of the existence of this data, able to access it, and equipped to make use of it, however, remains unclear.

### ***A: PUBLIC POSTING OF BUDGET AND PERFORMANCE INFORMATION***

#### **STEP 1: DETERMINE PUBLIC BUDGET AND PERFORMANCE INFORMATION TO BE POSTED**

64. **Overview.** Global experience shows that making budget information publicly available is necessary, but not sufficient to ensure transparency and accountability. In order to achieve

meaningful results, it is important to share information in a proactive manner and to support citizens in understanding what the information means (e.g., by building their data and budget literacy) and how they can use it.

65. **Objective.** Identify meaningful and understandable indicators and performance datasets for public posting.
66. **Participants.** Project Manager, Regional and Area Coordinators, TA, working jointly with the designated focal point at the MOES, in consultation with local and national level stakeholders.
67. **Duration.** Third quarter of Y1.
68. **Process.** Based on consultation with the focal point at the MOES, the TA and the Project Manager identified a limited number of (no more than ten) key performance standards and targets, considered to be most informative and empowering for school communities. The final datasets include meaningful and understandable for both demand and supply sides (Annex 35: SCHOOL'S key performance standards DATASET). The format of these will be developed by the TA (described in Step 2), drawing on best practices in budget literacy initiatives.<sup>5</sup> In addition to financial information, and drawn from the much larger dataset in the annual "School Report Cards", the indicators and performance datasets include the following:
  - General information about the school and the contingent of students (students drop-out of school)
  - Information on students receiving inclusive education
  - Schools staffing (available/unavailable teachers)
  - Efficiency of teaching and upbringing (academic/non-academic achievements/offenses among students and teachers)
  - School expenses and available funding resources (state budget, local government budget, extra-budgetary funds);
  - Material and technical base of the school (computer, internet, whiteboards in the classes, water and security system, school area, sport facilities etc.)
  - School management system (school committees, informal groups), stakeholders, etc.

## **STEP 2: DEVELOP TEMPLATES AND GUIDELINES FOR DATA COMPILATION AND SUPPORT DATA COMPILATION**

69. **Overview.** The project, through TA to MOES, will coordinate with Sector Support for Education Reform Project (SSERP) to develop templates and guidelines for the compilation of the agreed datasets. Those template and guidelines will also be translated into Kyrgyz and Uzbek. With regard to school budgets, a simplified format that presents the school budget, revenues and expenditures in an understandable and user-friendly manner will be developed.
70. **Objective.** Templates for user-friendly information on school budgets, standards and performance are designed by a TA. Guidelines for the compilation of data on school budgets, standards and performance are prepared and disseminated among target BoT. Relevant data are collected and stored in a central database over 3 annual cycles.
71. **Participants.** TA Consultant, MOES, SSERP project team, School Directors, DED staff
72. **Duration.** Fourth quarter of Y2 and Y3.
73. **Process.**
  - The Project Manager will meet with the MOES and the SSERP team to determine what information will be posted. All datasets should enable school-specific data to be provided against an established standard or target (or district/national average).
  - The Project Manager will contract a TA Consultant to convert these into user-friendly formats and develop guidelines for their use. The consultancy is benchmarked at 14-days

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<sup>5</sup> <https://openknowledge.worldbank.org/handle/10986/26956>

and should include field testing in a target geography in order to assess if target groups face any challenge in filing it.

- Using the templates and guidelines developed by the TA Consultant, Community Facilitators will make one-day trainings in each target school to instruct BoT and directors in target schools on how to collect and compile school budgets, standards and performances.
- Community Facilitators will continue to provide them with mentoring supports during this process. The mentoring support will be done through the regular school visits that Community Facilitators will do as part of their ToR.
- Data regarding district-level averages will be obtained from district education authorities by Regional and Area Coordinators and transferred to each school. All data collected at school and district levels will be centralized in a database to be managed by the National Implementation Team.

### **STEP 3: DESIGN, PRODUCE AND DISTRIBUTE INFORMATION MATERIALS AND SUPPORT POSTING OF PUBLIC INFORMATION**

74. **Overview.** The project will improve the transparency and accountability of target schools through public posting and proactive reporting and awareness building of (national) key policies, targets and standards, as well as (local) school budget and performance information.
75. **Objective.** Informational posters are designed, produced and distributed to 359 schools. School-specific budget data is generated and posted in 359 schools over 3 annual cycles.
76. **Participants.** Community Facilitators, local design firm
77. **Duration.** Y2 and Y3
78. **Process.** Utilizing the benefits of infographics and based on data collected through Step 2, a sub-contractor will be hired to design and produce a set of six attractive and user-friendly informational posters (in Russian, Kyrgyz and Uzbek) over three years. Those posters will: (i) provide standardized information regarding national standards and targets, and (ii) provide a space for school-specific budget and performance data (and district-specific comparative data) to be inserted. Information sets will be produced and disseminated in all three years of the project. During their regular visits of the target schools, Community Facilitators will provide mentoring support and oversight to BoTs as necessary to ensure that the information materials are posted in an easily accessible public space in each target school, as well as in accessible places in the community. In particular, efforts will be made to ensure that school-level student facilitators are enabled to verify the availability and accessibility of information. Wherever possible, efforts will be made to engage local ABoTs in information management.

### ***B: PROACTIVE REPORTING AND AWARENESS BUILDING OF BUDGET AND PERFORMANCE INFORMATION***

#### **STEP 1: DEVELOP GUIDELINES FOR INTERACTIVE AND PARTICIPATORY OPEN BUDGET AND PERFORMANCE HEARINGS**

79. **Overview.** In order to provide BoT with clear directions on how to conduct open budget and performance hearings, the TA (hired for Step 2) will include in the BoT operational guideline a separate section on school budget and performance hearing.
80. **Objective.** The operational guideline for BoT includes an interactive and participatory open budget and performance hearings.
81. **Participants.** TA, MoES and Project Manager.
82. **Duration.** Third quarter of Y1.
83. **Process.** The BoT guideline will include a separate section on for preparing and conducting annual interactive and participatory open budget and performance hearings. The development of

guidelines will build on the experience and lessons from the USAID-supported Quality Learning Project pilot and focus on promoting and facilitating constructive and meaningful citizen engagement. The guidelines will include tactics for mobilizing community participation, and ensuring follow-up.

## **STEP 2: SUPPORT THE PLANNING AND CONDUCTING OF INTERACTIVE AND PARTICIPATORY OPEN BUDGET AND PERFORMANCE HEARINGS AND ENSURE FOLLOW UP**

84. **Overview.** The project will contribute to build a culture of open-discussion and participation around school budget performance by building the technical and practical capacity of BoT to facilitate public hearings around that topic. While the technical capacity of BoT will be built by Community Facilitators based on the guidelines developed under Step 1, the BoT will be given the opportunity to put the knowledge into practice by initiating open budget and performance hearings in their schools.

85. **Objective.** Annual open budget and performance hearings are conducted in 359 schools.

86. **Participants.**

- Year 1: 10,500 local stakeholders (parents, students, community members)
- Year 2: 7,500 local stakeholders (parents, students, community members)
- Year 3: 28,000 local stakeholders (parents, students, community members)

87. **Duration.** Third quarter of Y1, Y2, Y3

88. **Process.**

- Prior to the provision of mentoring support to BoT to plan and conduct annual interactive and participatory open budget and performance hearings, Project Coordinators will receive ToT on how to ensure those functions. This capacity building activity will be provided by the TA hired to develop the guidelines for the compilation of data on school budgets, standards and performance. This particular ToT will be delivered in the framework on the ToT on BoT Operation. Trained Project Coordinators will then transfer that knowledge to the Community Facilitators.
- Community Facilitators will provide seven sessions of training, mentoring and follow-up support for BoT. Community Facilitators will also provide in-person support for three rounds of annual interactive and participatory open budget and performance hearings in Years 1, 2, and 3.
- The hearings will aim to: (i) publicly present and explain the budget and performance data contained in the informational posters, (ii) solicit questions and comments from participants, and (iii) facilitate constructive dialogue and responsiveness on the part of school officials. Parents, students, teachers, school officials, BoT members, local authorities and concerned community members will be encouraged to attend. Project and Rayon Education Department staff will continue to provide mentoring support to school teams to ensure that any outstanding issues or questions raised during the hearings receive adequate follow-up by the school director and/or BoT.

## **STEP 3: PUBLIC OUTREACH TO RAISE COMMUNITY AWARENESS ON SCHOOL BUDGET LITERACY**

89. **Overview.** In order to strengthen transparency and citizen access to and demand for public information and budgets, this Step will enable citizens to understand and utilize school budget information through the production of awareness materials.

90. **Objective.** Three types of outreach materials (posters, leaflets, and TV spots) to raise community awareness on school budget literacy are developed and made available to parents.

91. **Participants.** Project Coordinators, Project Manager, local service providers.

92. **Duration.** Y1, Y2, Y3.

93. **Process.**

- Awareness raising of communities on school budget literacy will take place in the context of the public hearings. This will be complemented by the cyclical display of posters in schools, the distribution of explanatory leaflets and pre-hearing information-sharing/awareness-raising activities. Informational posters and leaflets will be produced by BoT using project funds. 4 posters with school-specific budget information will be produced for each school in Years 1, 2, and 3. 2000 leaflets with general information on school budgets will be produced each year from Years 1-3. For purposes of efficiency, consistency and quality control (and based on lessons learned elsewhere), the basic content and template for posters and brochures will be designed by the project team and distributed to schools for insertion of school-specific numbers and printing.
- A series of at least 10 TV spots will also be broadcasted to raise awareness about the importance of transparency, accountability and community engagement in schools. The Project Manager will develop a ToR for a local production company to produce the TV spots.

### **1.3. SUBCOMPONENT A3: CITIZEN FEEDBACK AND JOINT ACTION**

94. **Overview.** While most schools conduct regular parent assemblies (2-4 times a year), these events serve mainly to share information. Mechanisms for parents, students and community members to: assess school services, voice their opinions regarding strengths and weaknesses, express their concerns and recommend actions for improvement remain largely absent. Such feedback is essential to understand the needs and priorities of service users and to promote active citizen engagement. Although the formulation of School Development Plans (SDPs) is meant to be a participatory process, in practice, mechanisms for parent/student/community involvement are lacking. In most cases, plans are prepared by school directors and then (in some cases) presented and “validated” in the context of the parent assembly.

### **STEP 1: SELECTION AND TRAINING OF CITIZEN ENGAGEMENT FACILITATORS ON FACILITATION OF CITIZEN ENGAGEMENT**

95. **Overview.** Key to establishing effective citizen engagement processes is the development and support of skilled facilitators. The project will identify teams of nine people (three students, three teachers and three parents; 50% of whom are girls and women) from each school to be trained as Citizen Engagement Facilitators (CEFs). This step describes the identification and training of community citizen engagement facilitators.

96. **Objective.**

- A 3-day training module for facilitators is designed and disseminated
- Facilitation teams are created and supported in 359 schools
- 9 Citizen Engagement Facilitators (CEFs) are trained per school (at least 50% girls and women)
- Training materials are refined and packaged prior to project completion for ongoing use.

97. **Participants.** 2,154 students, teachers and parents (six people from each school: two students, two teachers, two parents).

98. **Duration.** 3 training days.

99. **Process.**

#### *Identifying Citizen Engagement Facilitators*

100. Key to establishing effective citizen engagement processes is the development and support of skilled facilitators. The project will identify teams of nine people (three students, three teachers and three parents) from each school to be as Citizen Engagement Facilitators (CEFs).

- The Project Manager and Coordinators will prepare clearly defined selection criteria (including criteria related to gender and representation) and selection process, and work

with Community Facilitators to launch a call for expressions of interest. CEFs will be selected by nomination. Teachers, students and parents will be invited to submit expressions of interest. These will be adjudicated according to the selection process outlined by the project team.

- In order to serve as CEF, volunteers will sign a MoU with the project management confirming a) their willingness to participate in the training program and b) their commitment to carrying out the citizen engagement activities in their school communities.

*Training module for facilitators (Guideline on sub-component A3 is in Annex 36: Guideline On citizen engagement process in the schools of Kyrgyzstan)*

101. CEFs will receive three days of training focused on: (i) legal platforms for citizen engagement processes, (ii) how to lead a process to collectively define a school-level “citizen engagement”, and (iii) how to implement the community scorecard methodology, joint action planning, and social contract/partnership. CEF will be trained by the project’s 24 Community Facilitators. The training methodology will be based on principles of practical, goal-oriented and learner-centered adult education, emphasizing active participation and exchange among the participants and facilitators within an informal and collaborative learning environment. The training module will be developed and launched according to the following sequence:

- Hire a local consultant to develop a training course including detailed guidelines for implementing social contracts and community scorecards (ToR available in Annex 10). The consultant will be supported by AKF’s International Advisor on Governance and Civil Society. The Community Scorecard guidelines will include recommendations regarding the implementation of the Joint Action Plan (JAP) resulting from the scorecard process (and, as appropriate, the integration of JAP actions into the SDP).
- Translate the training course and print guidelines.
- Hold a 3-day ToT for project staff (coordinators and facilitators) in Bishkek on school-level “social contract” and community scorecard methodology using the Guideline on Citizen Engagement Process in the Schools of Kyrgyz Republic (Annex 32).
- Facilitate subsequent trainings for CEFs on school-level “social contract” and community scorecard methodology.
- In between training events, the facilitation teams will receive mentoring according to need to successfully fulfill their functions.
- Based on the piloting of the training course in Year 1-2, a short term consultant will be contracted to review and refine the Guideline on Citizen Engagement Process in the Schools of Kyrgyz Republic (Annex 32), and finalize CEF training materials. This consultant will conduct 8 days of field-based participatory evaluation of the program with community facilitators, BoT and school directors.
- The project will arrange for the translation and printing of the revised training material, which will be distributed to target schools in Y3.

## **STEP 2: SOCIAL CONTRACTS**

102. **Overview.** A social contract can be considered as “a service charter” and each primary and secondary level education institutions in the Kyrgyz Republic have their own School Charter that outlines key rights and responsibilities of schools, students, and parents. However, in many cases, school-level stakeholders (students, parents and school teachers/directors) are not aware of specific rights and responsibilities. In order to redress this constraint, the project will conduct a joint review and update of the school charters with the participation of all school-level stakeholders, which will result in an agreement on community engagement for better school management and operation. By focusing on the revision of the School Charters, the project will ensure that all stakeholders have a clear understanding of their individual and collective roles and responsibilities in school development.

103. **Objective.** A meeting is held to collectively review School Charters and if applicable, agree specific aspects for ‘social contract’ and publicly post updated/revised school charters in 359 schools.
104. **Participants.** CEF, students, parents, teachers, school directors, BoT members.
105. **Duration.** Half-day workshops in Y1-Y3.
106. **Process.**
- Based on the CEF training material developed by the consultant in Step 1. Community Facilitators will be engaged in the process in order to a) monitor the work of CEF, b) provide refresher sessions to CEF, c) discuss challenges and solutions faced in the implementation of this new approach, will be built into the revision process in Step 5.
  - Community facilitators will support CEF to conduct 359 multi-stakeholder half-day workshops to define mutual rights and responsibilities. Workshops will take place at schools, with the participation of students, parents, teachers, school directors, and BoT members. It is expected that each meeting will be attended by at least 30 participants.
  - CEF will present the resulting “social contract” to all stakeholders for their review and endorsement.
  - CEF will ensure that the final, endorsed social contract is publicly posted in an easily accessible public space at the school. It is expected that 359 social contracts/school charters will be developed/updated as a result of this Step.

### STEP 3: COMMUNITY SCORECARDS

107. **Overview.** This element supports a facilitated process of citizen feedback and participatory action planning in each target school using a “community scorecard” methodology. This approach is designed to allow school stakeholders to identify and prioritize actions to improve school service delivery.
108. **Objective.** Guidelines for the implementation of the community scorecard process are developed and disseminated. Community scorecards, and the resulting collectively agreed action plans, are produced in 359 schools.
109. **Participants.** Students, teachers, parents, school administrators.
110. **Duration.** 6 days in Y1 and Y3 (including 4-6 assessment meetings of 2-2.5 hours each).
111. **Process.**
- This Step will use the CEF guidelines developed by the consultant in Step 1. Using these guidelines, CEF will prepare and conduct a series of 4-6 school assessment meetings with representatives from different categories of service users and service providers – i.e. (i) students; (ii) parents; (iii) school teachers; and, (iv) administrators.
  - In each meeting, participants will: (i) generate their own list of criteria for “a good school”; (ii) assess and score their own school according to these criteria; (iii) explain scores by describing current strengths and weaknesses and (iv) propose actions for improvement (including by different stakeholder groups).
  - In order to solicit the opinion of primary school students, CEF will invite them to draw and explain their “wish for their school”. These will be posted (along with explanatory captions) at the school. CEF will record principal themes that emerge from the drawings.

### STEP 4: JOINT ACTION PLANNING

112. **Overview.** During this step, service users and providers come together to share their respective assessments and develop a Joint Action Plan to improve service delivery. The meeting should take place in two-parts: a one hour session to share findings from assessment meetings and agree



on specific priority actions, and a subsequent one hour session to develop the Joint Action Plan. The Joint Action Plan will feed into the School Development Plan.<sup>6</sup>

113. **Objective.** Develop a shared understanding of service delivery challenges informed by feedback from different categories of service users (demand-side) and providers (supply-side). Develop a joint action plan that identifies practical actions for improvement (by users, providers, community members, education sector officials or other relevant stakeholders).
114. **Participants.** CEFs, students, teachers, parents, school administrators.
115. **Duration.** 2-2.5 hour meetings.
116. **Process.**
  - Following the assessment meetings described above, CEFs will bring together all four stakeholder groups (i.e., students, parents, teachers, administrators) in an interface meeting to share and discuss the outcomes of their respective assessments and to agree to a set of priority actions for improvements - a Joint Action Plan (JAP), described in Step 4.
  - At the conclusion of the interface meeting, CEFs will ask participants to elect/select representatives to form a Joint Action Committee (a sub-committee of BoT). The Joint Action Committee will be comprised of representatives from each stakeholder group (students, parents, school teachers, administrators and local officials). It will coordinate, support, oversee and report on the implementation of the JAP and, as appropriate, ensure the integration of actions into the School Development Plan (SDP).
  - In Year 2 onward, Community facilitators will visit each school annually to support the ongoing implementation, monitoring and reporting on the implementation of the JAP.

## 2. COMPONENT B: MICRO-GRANTS FOR PRIORITY INVESTMENTS IN UNDERPRIVILEGED SCHOOLS

1. **Overview.** Schools will be supported to prepare a funding proposal and to mobilize local resources for more immediate school improvement projects. Under this component, the project also promotes active “learning by doing” – BoTs will have the opportunity to apply for matching funds for the implementation of one priority action through a competitive, micro-grants fund, and will be supported to learn how to plan, execute and monitor the implementation of funded actions. It is intended that the processes enable BoTs and school management to fully test the systems established to improve transparency, accountability and responsiveness of multiple sources of funding. The implementation of grants for micro-projects will allow AKF to build technical capacity among the BOTs, ABoTs and local communities for purchasing or construction, and participatory monitoring. In order to manage expectation with regards to these “process” grants, the project will ensure effective communication as to their intent.
2. **Objective.** The objective of this component is to support the implementation of priority actions jointly identified through the community scorecard and joint action planning (JAP) process. Prior to launch the call for proposals, a Micro-grants Manual (including the application template) should be prepared. It will be shared with the MOES and the WB. The MGM will be approved by the WB. It is expected that at least 75% of BoTs should meet the eligibility requirements and submit proposals for micro-grants. Approximately 350 micro-grants would be provided by the end of the project. Monitoring and evaluation of the micro-grants is completed by communities.

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<sup>6</sup> School Development Plans have a core function in the education system. They serve as guiding documents for school development, budgeting, and management process as well as contribute towards bringing clarity in schools’ priorities. SDP should be developed through the participation of school administrators, teachers, parents, BoT and student associations. However, in practice they tend to be created solely by school directors and only subsequently presented to parent assemblies for cursory validation before being submitted for approval to AO.

3. **Participants.** Community facilitators; BoT; ABoTs; District-Level Review Panels (composed of a mix of district-level education officials and community representatives)
4. **Duration.** One round of grants in Y3.
5. **Process.**
6. *Size and number of micro-grants.* For the purposes of following through on the learning-by-doing process, the project will support micro-grants (in the range of US\$2-3,000) for the implementation of the priority actions identified in the jointly agreed JAP. This amount is to be kept at a level that enables schools to test the execution of accountability systems and to generate matching funds. Micro-grants will fund up to 50 percent of the total cost of a micro-project with the remainder being mobilized by the school community (from parents, local stakeholders or the school budget). It is expected that approximately 350 micro-grants will be provided in Year 3.
7. *Scope of micro-projects.* Micro-grant proposals will clearly define how the expenditure will enhance student performance and the longer term benefit to schools. Specific themes will not be pre-determined, allowing schools to identify priorities based on local needs. Examples of actions supported by micro-grants could include: micro/small school renovations or repairs to improve school facilities, fixtures, furniture and equipment (classroom furniture, athletic equipment, information and communication technology, etc.), school-specific teacher training/upgrading (only those that are not provided under SSERP) including innovative approaches/events for teachers to communicate with parents and involve parents in strengthening school performance, scholarships for underprivileged students, supplementary teachers to improve school performance, and mechanisms that engage the students themselves in school development and leadership. Educational outings (e.g., science trips, that involve all students of a given class and that are of recognized importance by the BoT) and operations and maintenance (O&M) activities are also eligible.
8. *Eligible micro-projects.* To ensure that selected investments generate human or physical assets, meet fiduciary controls and do not create safeguards risks, the project will include a negative list to guide project investment, clearly indicating those activities that are ineligible. This negative list is available in Annex 7. The process for ensuring that selected micro-projects meet the social and environmental safeguards requirements is explained in section 7.1. It is not anticipated that detailed designs will be necessary, as the scope of works will include primarily minor repairs, procurement of goods, and human capital development.
9. *Selection criteria.* The school BoTs will apply for the micro-grants available under Component B. Grants for micro-projects will only be available to schools that have completed the activities described in Component A. To be eligible to apply for micro-grants, schools will have: (i) implemented the community scorecard process; (ii) completed a JAP that is aligned with, and as appropriate integrated into the SDP; (iii) the BoT must be able to show evidence of establishment (a functional bank account for BoT); and (iv) evidence of mobilization of the matching funds. It is anticipated that a minimum of 75 percent of BoTs will receive grants and thus be able to test their role and build capacity through a micro-project.
10. *Formation of Grant Selection Committee.* AKF Community Facilitators will assist BoTs during the development of the micro-project grant proposals. AKF will manage and support the formation of District-Level Review Panels (composed of a mix of district-level education officials and community representatives) in each target district. These panels will screen proposed micro-projects to ensure their technical feasibility. District level review panels will: (i) score proposals based on agreed selection criteria; (ii) tabulate scores and rank proposals; and (iii) recommend to AKF the schools that should receive their requested micro-grants. AKF will screen selected proposals to ensure eligibility criteria are met (including criteria regarding any potential safeguards impacts). BoTs manage the funds and monitor and report on expenditures according to agreed guidelines and timelines. Community Facilitators provide support and assist as required (e.g., with regard to procurements, implementation actions, financial management, monitoring

and reporting). BoTs will be responsible for tendering contracts or procuring goods (in line with the Bank procurement guidelines) and managing finances.

11. *Grant Disposal.* AKF will transfer small grant funds to dedicated accounts, either in a State Treasury or bank account of ABoTs of selected BoTs in a commercial bank, acceptable to the WB. The utilization of the funds, the implementation monitoring and reporting will be made in accordance with the arrangements described in the Micro-grants Manual, acceptable to the WB, and the approved grant proposal and budget.
12. *Development of Micro-grants Manual.* The procedures for micro-grants will be outlined in the Micro-Grants Manual which will be a condition of disbursement for Component B. This will include: (i) the composition of review panels, selection criteria, selection process, ToR and operational procedures for District-Level Review Panels; (ii) operational procedures for the management and disbursement of small grants, including, funds flow and controls over it; (iii) operational procedures for enforcing eligibility and selection criteria and process for small grants; (iv) the application template for the small grants competition; and (v) methodology and organization for monitoring and reporting on small grants. The Micro-grants Manual should be prepared and approved by the WB prior to disbursement.

### **3. COMPONENT C: PROJECT MANAGEMENT AND ADMINISTRATION, MONITORING & EVALUATION, AND KNOWLEDGE DISSEMINATION**

#### ***3.1 SUBCOMPONENT C1: PROJECT MANAGEMENT AND ADMINISTRATION***

##### **STEP 1: ESTABLISH A PROJECT COORDINATION COMMITTEE**

145. **Overview.** At the project outset, a Project Coordination Committee (PCC) will be established to guide the strategic direction of the project under this sub-component (see the ToR in Annex 11).
146. **Objective.** A PCC established to guide the strategic direction and activities of the project, coordinate with other relevant national and international organizations and ensure coordination with all aspects of the SSERP.
147. **Participants.** The PCC will comprise of three permanent members from the MOES, SALGIR and AKF. Other relevant local and international organizations that support education sector development (e.g. UNICEF) or strengthening accountability mechanism of public institution in the country (e.g. Development Policy Institute (DPI)) will be invited to attend strategy meetings.
148. **Duration.** Two times a year on Y1, Y2 and Y3
149. **Process.** The PCC will be established during the first three month of the project. For its formation, AKF CEO will reach out to the MOES and SALGIR to appoint one of their representatives to sit on the Committee. The PCC will be co-chaired by MOES and AKF.
150. The Project Coordination Committee will serve as a key platform for coordination, including between the implementing agency (AKF) and the Ministry of Education and Sciences of the Kyrgyz Republic (MOES). AKF will commit to delivering the activities set out in the Project Operations Manual, as well as supporting MOES with agreed TA for the development of operational guidelines on BoT. Similarly, MOES will agree to ensure that agreed “supply-side” products and actions (outlined in Table 2, page 35) are provided by the MOES according to agreed timelines.
151. Although AKF will function within these governance arrangements, it will report to the World Bank through semi-annual progress reporting, coordinated with implementation support missions. The semi-annual Bank missions will provide an opportunity for AKF management to meet and discuss critical implementation issues, and to consider how to improve implementation based on emerging lessons. Missions will be timed with the meeting of the PCC to the extent possible, and reports will not be duplicated. The key roles and responsibilities of the committee are: (i) to oversee the overall direction of the project and advice on any critical issues arising; (ii) to mobilize relevant public sector entities and other organizations to ensure project

implementation; (iii) to reflect on the lessons of the project and facilitate the integration of successful pilot processes into the sector reform; as well as other matters as agreed by the members. The principles by which the PCC will function, recognize that social accountability is, by its nature, an activity which enables citizens and civil society to hold government to account, and that an equal and constructive partnership between civil society and government is paramount for successful execution of the project objectives. During each PCC meeting the following key points will be covered: 1) confirmation of minutes from the previous meeting; 2) review the status of action items from previous meetings; 3) report on the status of the project by the Project Manager against PDO, including strategic challenges faced.

## STEP 2: FORMATION OF MANAGEMENT COMMITTEE

152. **Overview.** A Management Committee (MC), composed on AKF staff, will be established at the initial of the project. The role of the MC will be to provide technical support and guidance to the Project Manager, oversee the progress of the project and to make any necessary adjustments. See ToR in Annex 12.
153. **Objective.** MC is established with the role to 1) provide continuous technical support and guidance to the National Implementation Team; 2) approve project quarterly work plan; 3) oversee the progress of the project against approved work plan and to make any necessary adjustments; 4) sit on the micro-grants' selection committee.
154. **Participants.** AKF Kyrgyz Republic CEO, Chief Finance Officer, Education Program Officer, Civil Society and Local Governance Officer, and Manager of the Research and Learning Unit.
155. **Duration.** Every month in Y1; every quarter in Year 2 and Year 3.
156. **Process.** The MC will be chaired by AKF CEO. In the presence of the National Implementation Team, it will 1) review project's operational and financial performances against planned activities and budget and 2) discuss the work plan for following implementation period. In the eventuality that issues are identified, MC and the national implementation team will propose solutions to bring the project on-track. Outside formal MC meetings, AKF Finance Officer, Education Program Officer, Civil Society and Local Governance Officer and Manager of the Research and Learning Unit will provide technical support the National Implementation Team based on its needs. AKF will also draw on global resources including AKF's international Social Accountability Advisor and Technology and Innovations Advisor, who will provide technical input to the MC and project implementers as necessary.

## STEP 3: STAFFING AND MANAGEMENT

157. AKF will prepare an HR plan, ToRs and workplans for all project staff. AKF will recruit a National Project Manager in Bishkek, five full-time Area/Regional Project Coordinators, 24 community trainers/mentors, one Monitoring and Evaluation Manager, one Finance Specialist, one Finance Assistant (supported by a FM Consultant with relevant experience in the World Bank FM/Disbursement policies and procedures) and one Procurement Specialist. These staff will be part of the following teams: 1) National Implementation Team or 2) Regional Implementation Team. The project will receive part-time support from the Management Committee composed of AKF Kyrgyz Republic CEO, Chief Finance Officer, Education Program Officer, Civil Society and Local Governance Officer, Manager of Research and Learning and administrative staff.
158. The table below shows staff division according to funding sources

JSDf funded staff	AKF USA funded staff
1 National Project Manager	
2 Regional Coordinators	3 Area Coordinators
29 Community Facilitator	M&E Manager (12 months)
Finance Specialist	Finance Assistant

Procurement Specialist

FM Consultant

6 Grant, Finance and Procurement assistants

10 trainers for ABoTs

159. A National Implementation Team will be established, consisting of a Project Manager, M&E Manager, a Finance Specialist, a Finance Assistant and a Procurement Specialist. The Project Manager will be directly responsible for providing technical and managerial oversight and leadership for the project, will have overall responsibility for the financial and administrative aspects of the project and will report to the WB Task Team Leader. A Procurement Specialist will be responsible for the management of all procurement activities, in compliance with WB procurement rules. The M&E Manager will lead the development of project M&E tools and MIS, to ensure high quality and timely delivery of data by the Region and Area Coordinators, to maintain the strategic vision and to achieve the PDO in a cost effective and timely manner. To support the Finance Specialist with the financial and administrative aspects of the field implementation, one Finance Assistant will be recruited. This National Implementation Team will carry out three roles: (a) to provide technical quality assurance and guidance for the project including training and capacity building at all levels (the project will also receive technical support from national experts and relevant staff from AKF Headquarter); (b) to provide management support. The project implementation team will meet on a monthly basis to review implementation progress against plans, and monitor budget versus actual spending and compliance with safeguards, and project requirements; (c) to carry out the agreed project monitoring. The Project Manager, with technical support from the M&E Manager and Regional/Area Coordinators, will have overall responsibility for monitoring, evaluation and project reporting.
160. The Regional Implementation Team will be comprised of three Area Coordinators, two Regional Coordinators, and 24 Community Facilitators. The capacity of the Area and Regional Coordinators will be developed through a training program conducted by a Technical Advisor (TA) who will be hired by the project to support the MOES in the development of guidelines and training material for BoTs, not included in the SSERP. The Area Coordinators will have the primary responsibility for developing a work plan, build the capacity of Community Facilitators and overseeing the implementation of planned activities. Each trainer/Community Facilitator will cover approximately 15 schools. The Regional Coordinators will have a similar role to the Area Coordinators in their districts of assignment, in addition to providing technical and administrative support to Area Coordinators.
161. All staff involved in the management and implementation of the project will be located in the AKF office in Bishkek, Osh and Naryn. AKF will establish offices in the target district of Talas, Issyk-Kul and Batken (with the education department and local authorities if possible). The project will not purchase new vehicles, but staff will be provided with an allowance to cover travel for activities directly related to the project. The project will fund printing, telecommunications and other office expenses including office furniture and equipment as needed.

#### **STEP 4: PROJECT LAUNCH MEETING**

162. **Process.** Following the recruitment of the Project Manager, Finance Specialist, M&E Associate and the five Coordinators, a Project Launch meeting will be organized. This first meeting will aim at making that all key staff have a common understanding of the project, their roles, JSDF and World Bank project management rules and regulations, among others.
163. **Objective.** Project Launch meeting organized and all key staff have a clear understanding of the project framework, their roles and responsibilities, as well as donors project management rules and regulations.

164. **Participants.** AKF Kyrgyz Republic CEO, Chief Finance Officer, Education Program Officer, Civil Society, Local Governance Officer, Manager of the Research and Learning Unit, Project Manager, Finance Specialist, Project M&E Associate and the five Coordinators.

165. **Duration.** Year 1.

166. **Process.** The project launch meeting will be led by the Project Manager and Finance Specialist. During that two-day event, the following points will be covered: 1) Introduction of the purpose of the project, the scope, the major deliverables, the risks, the assumptions, the estimated effort and budget, and deadlines; 2) Discussion of the important roles and responsibilities of the project team and stakeholders; 3) Presentation of the general approach and timeline of the project; 4) Discussion of the project management procedures, including internal project management tools and 5) Answering any outstanding questions. The purpose of the discussion will not to rehash the purpose of the project, but to allow people to voice specific questions or concerns they have as the project begins.

#### **STEP 5: CAPACITY BUILDING OF PROJECT STAFF**

167. The project will support skills development of the project team through the provision of ToTs linked to the different guidelines developed to reinforce the institutional capacity of BoTs. More specifically those course will focus on the following topics:

- a. Operational guidelines for BoT;
- b. Training and mentoring for BoT;
- c. Open budget and performance hearings;
- d. School-level “social contract”, community scorecard and joint actions plans development methodology.

168. Those trainings will be delivered by the TAs, contracted by project to develop those guidelines, to the Area/Regional Coordinators, who will in turned transfer that knowledge to the project community trainers/mentors. Additionally, project coordinators and trainers/mentors will receive short-term trainings on 1) conducting an inventory and assessment of BoTs and 2) training and mentorship skills.

#### **STEP 6: OPERATIONAL SUPPORT AND OVERSIGHT**

169. AKF will adopt standard procedures to kick-off, implement and oversee the project. Work plans will be prepared on a monthly basis, regular meetings with MC and within project implementation team will be held to discuss progress, programmatic and financial performance, challenges, and identify solutions to issues that need to be addressed. Operational support will be provided mainly through the Area/Regional Project Coordinators who will be tasked with coordinating and monitoring the implementation of key activities, participating/overseeing key events, supporting and supervising the local team of trainers/mentors and conducting reflection meetings after each major event (e.g., training, public reporting, community scorecard and interface meetings). The Project Manager will also conduct field visits and spot checks, providing managerial and trouble-shooting support as required

#### **STEP 7: PROJECT AUDITS**

170. The AKF Internal Audit Department will regularly review field office financial systems and controls against the established standards and government regulations and report to the AKF Finance Director and Operations Director. Additionally, an independent auditor, acceptable to the World Bank, will be contracted to conduct an audit of the project annual financial statements on the ToR agreed with the World Bank. AKF has an internal committee that ensures laws and regulations are followed and monitors risk management, ensuring adequate internal controls.

### **3.2 SUBCOMPONENT C2: MONITORING & EVALUATION**

#### **STEP 1: IMPACT EVALUATION**

- 171. **Overview.** Impact evaluation is a critical dimension of the project which pilots innovative approaches to the improvement in school accountability and parental engagement in education. The goal is to provide evidence of impact. The project will include for this impact evaluation to the extent allowed for by JSDF ceiling of 10 percent for M&E.
- 172. **Objective.** To provide evidence of project impact on the PDO level indicators.
- 173. **Participants.** Independent research firm contracted by AKF.
- 174. **Duration.** Baseline evaluation in the first six months; endline evaluation in the project's last three months.
- 175. **Process.** The impact evaluation will be carried out by an independent research firm with the purpose of obtaining data for the PDO level indicators. It will document changes to accountability, responsiveness, empowerment, student performance and inclusiveness that results from project activities and seek to determine to what extent outcomes are attributable to the project. The methodology will be adopted by the appointed firm. Building on approaches developed by DEC (DIME) for social accountability impact evaluation, the firm will utilize a "difference-of-differences" approach, i.e., results indicators will be compared between a baseline and end-line, and with a treatment group (schools that have participated in the project) and a control group (schools that have not). It will apply a mixed method approach using both quantitative and qualitative data. The impact evaluation will be designed by a qualified independent specialist with experience in designing and conducting evaluations for innovative initiatives. Results will be disaggregated by gender, language group and between rural and urban schools. Budgets have been allocated for this purpose.

A ToR is available in Annex 9.

#### **STEP 2: REGULAR MONITORING AND REPORTING**

- 176. **Overview.** A semi-annual monitoring and reporting system for the project will leverage AKF's existing mechanisms and be adapted to meet the calendar reporting requirements of the MOES.
- 177. **Objective.** To ensure progress on output indicators and proactively identify challenges in implementation.
- 178. **Participants.** Project staff under the supervision of the Project Manager and M&E Associate.
- 179. **Duration.** Semi-annually as well as periodic spot checks by the Project Manager and Regional Coordinators.
- 180. **Process.** All staff will have responsibility for monitoring and reporting, with district staff monitoring and submitting all output indicators semi-annually (see Annex 12 for the Monitoring & Evaluation Plan). To ensure that all staff responsible for collecting or processing data are developing necessary skills, AKF staff and partners will be trained in the M&E procedures as part of the overall training curriculum. AKF's Research, Evaluation, and Learning Unit will develop and deliver trainings using a blended learning approach – AKF will develop video-based courses on essential M&E topics and provide face-to-face follow-up trainings for Project Staff to clarify any outstanding questions or concerns related to the material. The same courses can be used to train local partners and beneficiaries. The national Project Manager will conduct field visits and spot checks, and will work with Regional Coordinators to ensure adequate and timely data collection by field staff. Data will be compiled and reported at national level by the national project manager. Monitoring activities will include: project visits (reports, observations, meetings, interviews etc.); minutes of meetings (staff meetings, partnership meetings, NAG meeting, etc.); observations during project implementation and field visits; attendance records (from awareness-raising events, training workshops, community engagements events etc.);

documentation and participant evaluations of training events and workshops; interviews with project participants and local stakeholders.

181. A Mid-term Report will be submitted prior to the end of Year 2 and an Implementation Completion Report will be completed prior to closure.

182. Data collection and reporting will cover project inputs, as well as intermediate results and project outputs as follows:

- Intermediate results. Progress against the intermediate outcomes indicators will be reported semi-annually or annually, as described in the results framework.
- Output monitoring. Project outputs focus on measuring progress towards key benchmarks (e.g., functionality of BoTs, public posting of budget and performance data, completion of social contracts, community scorecards and action plans and implementation of collectively identified action plans) and will be reported on a semi-annual basis (per the Monitoring & Evaluation Plan in Annex 12). Output indicators also monitor the extent to which project activities are inclusive in terms of gender and age. All data will be disaggregated to measure the participation of women and youth, and enable comparison of participation in different kinds of events. The matrix in Annex 4 sets out the output data that will be collected semi-annually for compilation and reporting by the grant recipient, along with the intermediate results in the Results Framework. The grant recipient will be responsible for collecting, aggregating, and reporting data from target districts.

183. Please see Annex 4 for the Output Reporting Matrix.

### STEP 3: REPORTING AND REVIEW MISSIONS

184. **Overview.** AKF will report to the World Bank through semi-annual progress reports (template available in Annex 2), the timing of which will be coordinated with implementation support missions.

185. **Objective.** Semi-annual progress reports and Bank missions will provide an opportunity for AKF management to meet and discuss critical implementation issues, and to consider how to improve implementation based on emerging lessons. Semi-annual progress reports should be prepared and submitted (using intermediate indicators and output measures captured in Activity 3.2.2.). A mid-term report will be prepared and submitted.

186. **Duration.** Reporting and review missions will be timed with the meetings of the PCC to the extent possible, so that there will not be parallel reporting cycles.

187. **Participants.** Semi-annual progress reports and review missions will be developed and coordinated by the Project Manager. She/he will be responsible for submitting reports directly to the World Bank TTL.

### STEP 4: IMPLEMENTATION COMPLETION REPORT

188. **Overview.** The implementation completion report will describe if and how the project has succeeded in achieving its outputs and intermediate indicators.

189. **Objective.** An implementation completion report will be prepared and submitted to the WB.

190. **Duration.** The ICR will be prepared and submitted to the WB in the project's final three months.

191. **Participants.** An independent consultant will be contracted to complete the ICR with input from the Project M&E Associate.

192. **Process.** A budget has been allocated for this consultancy.



### ***3.3 SUBCOMPONENT C3: KNOWLEDGE DISSEMINATION***

#### **STEP 1: REFLECTION AND ASSESSMENT**

193. **Overview.** Systems for reflection and assessment will be built into all key project activities, e.g., through systematic process documentation and regular opportunities for participant feedback and assessment of all key project activities.
194. **Objective.** Findings and lessons learned are discussed and documented on an on-going basis.
195. **Duration.** Annual 1-day reflection meeting at district level in all 9 target districts; Annual 1-day reflection meeting at national level.
196. **Participants.** Regional and Area Coordinators, Community Facilitators.
197. **Process.**
- Regional Coordinators will conduct reflection meetings with local staff after each major event (e.g., training, social contract and community scorecard activities).
  - Regional and Area Coordinators will organize annual 1-day reflection meetings for 30 participants in each target district. Minutes from the meetings will be kept and key findings will be used to inform the development of Learning Notes (Step 3). The minutes from annual meetings should be shared and filed with the project team.
  - The Project Manager will organize annual 1-day reflection meetings at national level with 30 participants, including 10 participants from outside Bishkek representing target districts. Learnings from these meetings will inform project management and implementation.

#### **STEP 2: MULTI-STAKEHOLDER LEARNING FORUMS**

198. **Overview.** These forums will bring together key project stakeholders at district level at the project's mid-term.
199. **Objective.** District-level learning forums are conducted at mid-term (and project methodologies refined accordingly). A national-level learning forum is conducted at end-term (and findings and lessons are reflected in the implementation completion report) in coordination with SSERP.
200. **Duration.** Half-day forums at project mid-term.
201. **Participants.** School administrators, teachers, parents, students, community representatives and local officials.
202. **Process.**
- Regional and Area Coordinators will convene district-level learning forums in Year 2. The events will be held at district education offices. Participants (school administrators, teachers, parents, students, community representatives and local officials) will be invited to attend the half-day forum. In advance of the meeting, the Project Team will develop an agenda and prepare facilitation materials.
  - The findings from these forums will serve to inform the project's mid-term report and to identify any recommended modifications to project activities and methodologies. This will be shared openly within the project through a social media platform.
  - At the end of the project, a national-level multi-stakeholder learning forum will be conducted to bring together all project stakeholders and national-level actors, to identify and assess key project results and lessons. These will feed into the preparation of a final Learning Note (Per Step 3).
  - The results of these learning forums will be documented in meeting minutes, key findings of which will be reflected in mid-term and end-term project reports.

### STEP 3: LEARNING NOTES

203. **Overview.** In the course of the project, AKF Regional and Area Coordinators will produce a series of 6-8 Learning Notes. The purpose of these brief (2 page) notes will be to provide a summary description and analysis of any key issues, lessons and/or results arising from the project and to publicly share these in an accessible, easy-to-read manner.
204. **Objective.** 6-8 Learning Notes are prepared and disseminated, providing a summary description and analysis of any key issues, lessons and/or results arising from the project.
205. **Duration.** 2 Learning Notes per year for each of 3.5 years.
206. **Participants.** Regional and Area Coordinators.
207. **Process.**
- Based on their participation in the annual reflection meetings (Step 1), Regional and Area Coordinators will identify two topics for Learning Notes each year and develop these according to the JSDF standard template: <http://web.worldbank.org/WBSITE/EXTERNAL/EXTABOUTUS/ORGANIZATION/CFPEXT/EXTTRUFUN/EXTMAINPRO/EXTJSDF/0,,contentMDK:23188912~pagePK:64168445~piPK:64168309~theSitePK:2663400,00.html>
  - Learning notes will be translated and distributed to project participants, staff and supporters, but also disseminated more widely to other education sector stakeholders and the public at large.

## **CHAPTER 3: OPERATIONAL GUIDELINES**

## 1. GOVERNANCE

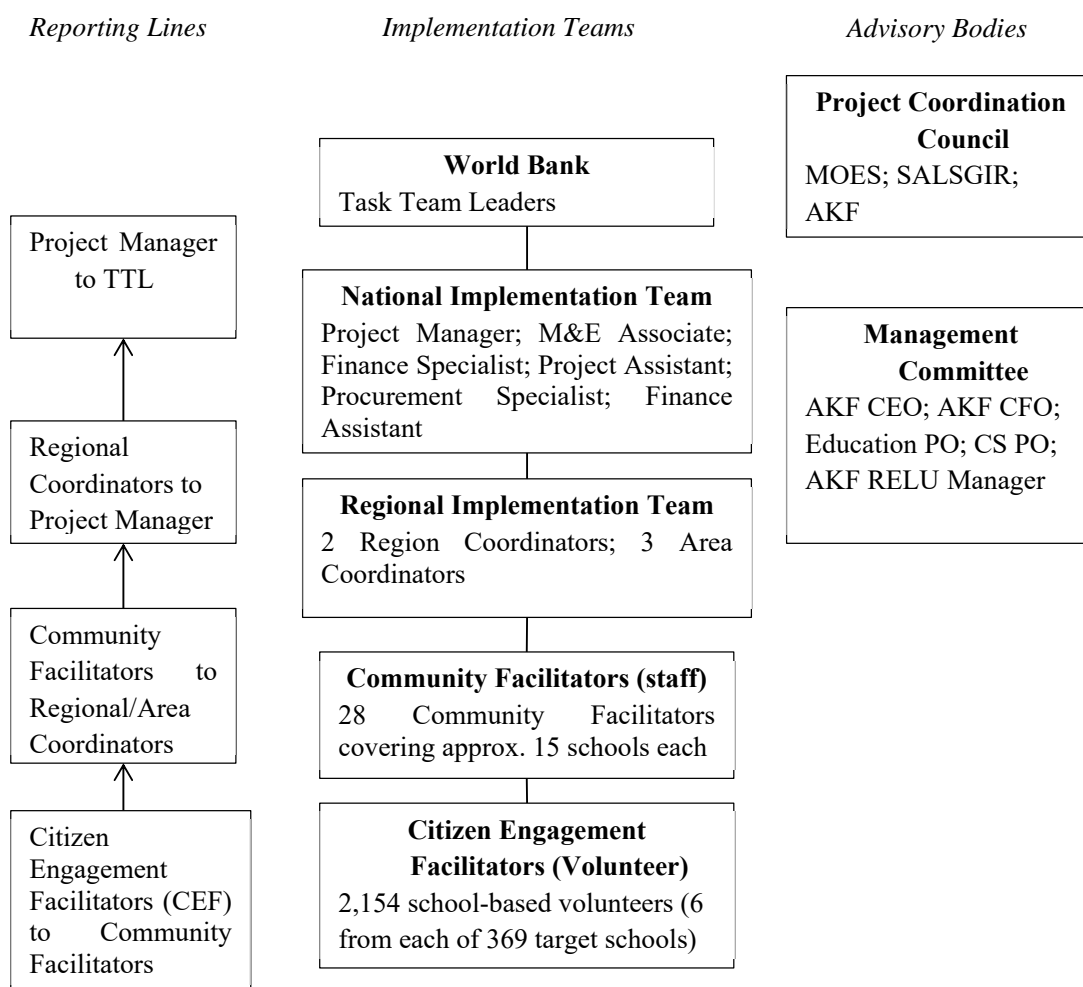
### 1.1 PROJECT COORDINATION COMMITTEE (PCC)

208. **Overview.** A Project Coordination Committee will be formed to ensure the implementation of demand-side activities are fully coordinated with supply-side activities planned in the SSERP, to which this project is aligned and provides complementarity.
209. **Objective.** The key roles and responsibilities of the PCC are: (i) to oversee the overall direction of the project and make decisions on any critical issues arising; (ii) to mobilize relevant public sector entities and other organizations to ensure project implementation; (iii) to reflect on the lessons of the project and facilitate the integration of successful pilot processes into the sector reform.
210. **Participants.** The PCC will comprise of three permanent members from the MOES, SALSGIR, and AKF. The World Bank will join for a limited period (one year or as agreed by other members). Other relevant local and international organizations that support education sector development (e.g., UNICEF) or strengthening accountability mechanisms of public institutions in the country (e.g., DPI) will be invited to attend strategy meetings.
211. **Frequency.** The PCC will meet twice per year, in alignment with the progress reporting cycle.
212. **Process.** The PCC will be co-chaired by the MOES and AKF. The full terms of reference are available in Annex 11.

## 2. INSTITUTIONAL ARRANGEMENTS

213. The project is funded by the Japan Social Development Fund (JSDF). The grant recipient is the Aga Khan Foundation headquarters in Geneva (AKF Geneva). Through the National Implementation Team, the branch of the Aga Khan Foundation in the Kyrgyz Republic will implement all aspects of the project, under the country management of the Chief Executive Officer and with technical input by program directors based in Geneva. An organogram of the institutional arrangements is outlined below.

**Figure 3 Institutional Arrangements**



## 2.1 COORDINATION WITH THE MOES

214. As the project is designed to complement supply-side interventions by the MOES, certain aspects of the project implementation will require coordination and collaboration with the Ministry. The roles and responsibilities of AKF and the MOES with regard to the project's components are outlined in the table below.

**Table 2 Roles and Responsibilities of AKF and MOES in project delivery**

Activity	AKF responsibility	MOES responsibility
<b>Component A: Community Engagement Processes and Capacity-Building</b>		
Support the creation and capacity development of Boards of Trustees	<ul style="list-style-type: none"> <li>In collaboration with MOES, review existing laws, rules and regulations regarding and draft operational guidelines for BoTs.</li> <li>In collaboration with MOES, develop training and mentoring program for BoTs.</li> <li>Conduct training of BoT members.</li> <li>Support the establishment of BoT networks.</li> </ul>	<ul style="list-style-type: none"> <li>Collaborate in the review of existing laws, rules and regulations and review and approve proposed operational guidelines for BoTs.</li> <li>Review, contribute to, and approve, the proposed BoT training program.</li> </ul>

A.2. Enhance access to budget and performance information	<ul style="list-style-type: none"> <li>Consult with MOES and local stakeholders to determine what budget and performance information will be shared.</li> <li>Design, produce and distribute informational posters.</li> <li>Develop guidelines for open budget and performance hearings.</li> <li>Support the planning and conducting of open budget and performance hearings.</li> </ul>	<ul style="list-style-type: none"> <li>Agree on budget and performance information sets.</li> <li>Develop and issue templates and guidelines for data collection.</li> <li>Review and comment on content of informational posters.</li> <li>Review and approve guidelines for community engagement in open budget and performance hearings.</li> </ul>
A.3. Introduce mechanisms for citizen feedback and joint action plans	<ul style="list-style-type: none"> <li>Identify, train and mentor citizen engagement facilitators.</li> <li>Support the implementation of social contracts and community scorecards in target schools.</li> <li>Facilitate the creation and approval of Joint Action Plans.</li> </ul>	<ul style="list-style-type: none"> <li>Review and approve training modules and guidelines for CEFs.</li> <li>Review and approve guidelines for the implementation of school-level social contracts and community scorecards.</li> <li>Reflect on the scope and content of JAPs, geographical trends and critical needs.</li> </ul>
<b>Component B: Micro-grants for Priority Investments in Underprivileged Schools</b>		
B.1. Implement micro-grants program	<ul style="list-style-type: none"> <li>Establish systems for the selection of micro-grants, and produce micro-grant manual.</li> <li>Support communities in the development of micro-grant proposals.</li> <li>Provide matching funds on a competitive basis.</li> <li>Support and monitor the implementation of funded actions.</li> </ul>	Review and comment on micro-grants selection criteria/process and monitoring and reporting procedures.
<b>Component C: Project Management and Administration, M&amp;E and Knowledge Dissemination</b>		
C.1 Governance arrangements	<ul style="list-style-type: none"> <li>Prepare ToR for Project Coordination Committee (PCC).</li> <li>Co-chair PCC.</li> <li>Cooperate in WB IS missions</li> </ul>	<ul style="list-style-type: none"> <li>Review and approve ToR for PCC.</li> <li>Co-chair PCC.</li> <li>Cooperate in WB IS missions.</li> </ul>
C.2 Project management	<ul style="list-style-type: none"> <li>Establish field offices and financial management and operational support mechanisms.</li> <li>Assign/recruit and train project staff.</li> <li>Submit technical and financial progress reports.</li> </ul>	
C.3. Monitoring and evaluation, and knowledge dissemination	<ul style="list-style-type: none"> <li>Recruit an independent firm to design and implement the impact evaluation (AKF Geneva).</li> <li>Carry out monitoring, evaluation and reporting.</li> <li>Conduct learning and communication activities.</li> <li>Knowledge exchange with MOES.</li> </ul>	<ul style="list-style-type: none"> <li>Review progress reports and impact evaluation.</li> <li>Reflect on lessons learned.</li> <li>Develop approach to the roll out and integration of successful CE pilot activities.</li> <li>Knowledge exchange.</li> </ul>

## 2.2 MANAGEMENT COMMITTEE

215. **Overview.** A Management Committee will be established at the national level consisting of senior national and global AKF staff.

216. **Objective.** To oversee the progress of the project and to make any necessary adjustments, including provision of technical input.

217. **Participants.** CEO of AKF Kyrgyzstan, Director of Programmes, Chief Finance Officer, Education Program Officer, Civil Society and Local Governance Officer, and the Manager of the Research and Learning Unit. AKF's international Social Accountability Advisor and Global Innovations Team may also be invited to participate in the Management Committee in order to provide technical guidance both to the Committee and to the implementation unit.

218. **Frequency.** The Committee will meet monthly in the first year and quarterly thereafter.

219. **Process.** The Management Committee will be chaired by the CEO of AKF Kyrgyzstan or Director of Programmes. The Project Manager will develop the itinerary one week in advance and circulate with participants for their review and preparation. Minutes of the Management Committee will be kept with the Project Manager.

### ***2.3 NATIONAL IMPLEMENTATION TEAM***

220. A National Implementation Team will be established, consisting of a Project Manager, M&E Associate, a Finance Specialist, a Finance Assistant and a Procurement Specialist. The Project Manager will be directly responsible for providing technical and managerial oversight and leadership for the project, will have overall responsibility for the financial and administrative aspects of the project and will report to the WB Task Team Leader. A Procurement Specialist will be responsible for the management of all procurement activities, in compliance with WB procurement rules. The M&E Associate will lead the development of project M&E tools and MIS, to ensure high quality and timely delivery of data by the Region and Area Coordinators, to maintain the strategic vision and to achieve the PDO in a cost effective and timely manner. To support the Finance Specialist with the financial and administrative aspects of the field implementation, one Finance Assistant will be recruited. The National Implementation Team will be responsible to ensure that safeguards and GRM are respected.
221. This National Implementation Team will carry out three roles: (a) to provide technical quality assurance and guidance for the project including training and capacity building at all levels (the project will also receive technical support from national experts and relevant staff from AKF Headquarters); (b) to provide management support. The project implementation team will meet on a monthly basis to review implementation progress against plans, and monitor budget versus actual spending and compliance with safeguards, and project requirements; (c) to carry out the agreed project monitoring. The Project Manager, with technical support from the M&E Associate and Regional/Area Coordinators, will have overall responsibility for monitoring, evaluation and project reporting.

### ***2.4 REGIONAL IMPLEMENTATION TEAM***

222. The Regional Implementation Team will be comprised of three Area Coordinators, two Regional Coordinators, and 24 Community Facilitators. The capacity of the Area and Regional Coordinators will be developed through a training program conducted by a Technical Advisor (TA) who will be hired by the project to support the MOES in the development of guidelines and training material for BoTs, not included in the SSERP. The Area Coordinators will have the primary responsibility for developing a work plan, build the capacity of Community Facilitators and overseeing the implementation of planned activities. Community Facilitators are paid project staff, identified from communities based on a set of criteria to be developed in the project's first month (ToR to be attached to as an Annex to this POM by August 2017). Each Community Facilitator will cover approximately 15 schools. The Regional Coordinators will have a similar role to the Area Coordinators in their districts of assignment, in addition to providing technical and administrative support to Area Coordinators.

### ***2.5 IMPLEMENTATION PROJECT UNITS***

223. Implementation Project Units will be based in the AKF offices in Naryn and Osh. In oblasts where AKF does not have established offices (in Talas, Batken and Issyk Kul), they will make arrangements with the Rayon Education Department or local government offices. The AKF Bishkek office will host the National Implementation Team and house the team implementing project activities in Bishkek City and the selected district in Chui oblast. Existing and newly established district-level offices will act as implementation hubs, for the day-to-day implementation of the project.

### 3. REPORTING & REVIEW MISSIONS

224. **Overview.** Although progress implementation decisions will be governed by the PCC (described in Chapter 3, Section 1, above), AKF will report to the World Bank through semi-annual progress reports and quarterly unaudited financial reports, the timing of which will be coordinated with implementation support missions. The semi-annual progress report will to be submitted to the WB not less than three weeks before the submission date to JSDF.
225. **Objective.** Semi-annual progress reports and Bank missions will provide an opportunity for AKF management to meet and discuss critical implementation issues, and to consider how to improve implementation based on emerging lessons.
226. **Duration.** Reporting and review missions will be timed with the meetings of the PCC to the extent possible, so that there will not be parallel reporting cycles.
227. **Participants.** Project Manager, Director of Programmes, World Bank TTL.
228. **Process.** Semi-annual progress reports and review missions will be developed and coordinated by the Project Manager. She/he will be responsible for submitting reports directly to the World Bank TTL.

### 4. MONITORING & EVALUATION

#### 4.1 PROJECT MONITORING

229. Monitoring and evaluation will be managed by an AKF team located in Bishkek that will ensure reporting against the PDO level and intermediate results indicators. This team will set up the project MIS, conduct regular semi-annual monitoring and reporting, and establish a reflection and learning platform within the project as well as undertaking knowledge dissemination.

#### 4.2 IMPACT EVALUATION

230. To measure the PDO indicators, an impact evaluation will be undertaken by an independent entity. A skilled firm will be appointed to conduct a baseline within the first 3-6 months, an end line in the last 3-6 months of the project; annual outcome measurement studies will be conducted. To the extent possible, M&E will be integrated with the MOES sector-wide system. Communities will not only engage in the project M&E as respondents to surveys but will actively engage in an ongoing process of feedback and monitoring, and the community scorecard tool will itself provide information on project progress.

### 5. FINANCIAL MANAGEMENT ARRANGEMENTS

231. The fiduciary function of the project, including the financial management (planning, budgeting, accounting, financial reporting, funds flow/disbursements, internal controls and auditing) is assigned to AKF Kyrgyzstan. The specific financial management arrangements (including funds flow and controls over them) for micro-grants are described in a separate Micro-Grants Manual (MGM).
232. The project will be financed by a USD \$2.73 million recipient-executed grant from the JSDF. The project will finance: Consultants' Services; Training and Workshops; Goods; Operating Costs and Sub-grants.

Table 3 Project Cost and Financing

Project Components	Project Cost	Grant Financing	Percentage Financing
Component A: Community Engagement Processes and Capacity-Building	1,341,792	1,341,792	100%
Component B: Micro-grants for Priority Investments in Underprivileged Schools	728,153	728,153	100%



Component C: Project Management and Administration, Monitoring and Evaluation, and Knowledge Dissemination	660,055	660,055	100%
Total Baseline Costs	2,730,000	2,730,000	100%
Total Project Costs	2,730,000	2,730,000	100%
Total Financing Required	2,730,000	2,730,000	100%

233. **Prior to project effectiveness** AKF will hire an FM consultant (TOR available in Annex 12) with relevant experience and knowledge in WB procedures to support AKF Kyrgyzstan with the project financial management function.

234. **Prior to implementation of micro-grants under Component B** AKF will develop and adopt a micro-grants manual acceptable to the WB, where the micro-grant implementation arrangements, including financial management, are described. The development and adoption of this manual will be a disbursement condition for Component B.

## **5.1 FINANCIAL COVENANTS**

235. AKF shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

236. AKF shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank. The formats of the interim unaudited financial reports are attached as annexure 2.1.

237. AKF shall have the Project Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Such audit of the project financial statements shall cover the period of one fiscal year of the recipient. The audited financial statements for each such period shall be furnished to the World Bank no later than six months after the end of such period, and made publicly available in a timely fashion and in a manner acceptable to the World Bank.

## **5.2 INTERNAL CONTROL PROCEDURES**

### **INTERNAL CONTROL OBJECTIVES**

238. The internal control forms part of the financial and accounting policies for the management of the Project. The objectives of the internal controls are to:

- Contribute to ensure adherence to donors' regulations and guidelines and project policies and procedures;
- Contribute to achieve clear and transparent financial practices;
- Contribute to promoting operational efficiency;
- Provide controls to safeguard the Project assets;
- Facilitate the early detection of errors and problems.

### **INTERNAL CONTROL PRINCIPLES**

239. The basic principles of the internal controls are as follows:

- Monitoring, checking and approving, by an upper level, of expenditures and procurements executed by the lower level;
- Identifying responsibilities of project staff commensurate with position and level of authority;
- Separating specific responsibilities of staffs;

- Using appropriate method to ensure proper custody of assets;
- Ensuring full and appropriate documentation;
- Using internal procedures for cross-checking of accounts, payments and transaction entries for timely detection of errors;
- Prepare annual inventory of assets.

#### **INTERNAL CONTROL MECHANISM**

240. The Project's management is responsible for developing, implementing and monitoring a sound system of internal controls.
241. Financial controls consist of measures adopted by management to protect its assets and to ensure the accuracy and reliability of its accounting records and financial reports. Key internal controls to be implemented by AKF Kyrgyzstan
242. Techniques, procedures and measures should be employed to protect assets and ensure reliable accounting data and reports (e.g. use of mechanical devices such as vaults and cash registers; use of control accounts and subsidiary ledgers).
243. Internal regulations should include the supervision of staff. For example, the project manager's setting up of annual estimated expenditures, approving of the annual reports, or the supervision of Financial Specialist to the process of setting, recording of transactions made by assistants, and the preparation of financial statements.

#### **COMPETENT PERSONNEL AND SEGREGATION OF DUTIES**

244. The AKF Kyrgyzstan Finance Department is responsible for financial accounting and reporting. The mandate of the Finance Department are **a)** to record all financial transactions accurately and timely manner in accordance with corporate policies & procedures, generally accepted accounting principles, donor grant agreements and applicable laws **b)** to develop and maintain a robust accounting system **c)** accurately report the financial position of the organization to all stakeholders and **d)** to support other departments for operations & reporting.
245. The Finance Department is divided into two divisions. One division is accounting operations and another is grant, compliance and reporting. Each division is further divided into key results areas which are general accounting, banking & treasury, taxation, planning & budgeting, reporting and compliance. The duties of each result areas are segregated and comprehensive job description are defined for each staff in finance department. The purpose of segregating finance function into key result areas are to ensure that the operational responsibilities are separated from recordkeeping, custody of asset should be separated from accounting and authorization of transaction from the custody of related assets.
246. The Director Finance is overall responsible for the financial management of all projects at AKF Kyrgyzstan. However, one Finance Specialist and one Finance Assistance will be dedicated for the financial management of the WB grant. They will be responsible for the payments, recording of financial transactions, preparation of the quarterly IFRs and their submission to the Bank. They will be supported by an FM consultant with working knowledge of the WB FM/Disbursement policies and procedures. The TOR of the Finance Specialist and Financial Consultant are provided in Annex 13.

#### **SAFEGUARDS OF FIXED ASSETS**

247. All Fixed (Tangible & moveable) Assets shall be acquired by the Administration Department in coordination with the Procurement Department. Once acquired, Procurement Department shall generate the Fixed Asset tag number and paste on the assets and provide all necessary documents with fixed asset tagged number to the Finance Department. The Procurement Department will ensure that the technical specifications and the unique identifiable numbers such as serial numbers (if available) of goods will be properly reflected in the goods' acceptance acts. The AKF Finance Department shall record the Fixed Assets and document details pertaining to the acquisition in

the Fixed Asset Register maintain on Excel template and recorded in the iScala accounting software. The Fixed Asset register will also have recorded the goods' unique identifiable numbers (such as serial numbers) whenever available.

- 248. All Fixed (tangible & movable) Assets will be safeguarded and recorded in the register.
- 249. The administration department shall be the custodian and responsible for fixed assets (tangible & movable) management and proper keeping of the Fixed Asset Register.
- 250. All tangible assets shall be a subject to the annual physical verification process.

#### **DISPOSAL OF FIXED ASSETS**

- 251. On the completion of the Project, AKF Kyrgyzstan shall submit the list of all fixed assets (Tangible & moveable) to World Bank for the approval of disposal or subsequently utilization of next phase of the project or some other projects.

#### **AUTHORIZATION OF EXPENDITURES AND APPROVAL OF PAYMENTS**

- 252. Expenditures incurred by AKF will be authorized by the AKF Kyrgyzstan CEO and verified for eligibility and accuracy by the Financial Specialist. The bank authorized signatories matrix is attached as Annex 16.

- 253. **Goods and Service:** For Procurement payments verification and control, the Project Financial Specialist and Assistant Finance should work in close collaboration with the Project Procurement Specialist to ensure that there is a proper internal control system for ensuring that contracts and all other significant aspects of procurement, including timeline of the contracts are properly approved and monitored (this is to ensure that goods and services have been provided in accordance with the terms of procurement, and properly managed and reported). The acceptance of goods and services delivered is made by the Procurement department and the project manager, who will verify that the goods and/or services delivered are acceptable and are correspond to the requirements of the TOR and/or technical specification as per the contract, as well as all required supporting documentation (as specified in the contract) is presented. After the goods and/or services are accepted, relevant documentations (such as invoices, payment requests, acceptance act, warranties, etc.) are transferred to Finance Department. Based on the acceptance (as confirmed by respective documents), the payments are authorized by the AKF Kyrgyzstan CEO. The payment orders are prepared by the Finance Assistant and reviewed by the Financial Specialist, who before each payment reconciles the invoice amount to contract amount as well as to the cumulative to date payments made under the contract to ensure that no overpayments occur. Each paid invoice will bear a stamp "paid" to avoid any possibility for double payment.

Contract amounts are recorded from the agreed contracts and that subsequent changes are both in accordance with the contract provisions and properly approved and adjusted to the amounts in the contract records; – Amounts invoiced and approved are noted showing date of approval including amounts payable, paid and deferred for future payment; and – Payments against contracts are noted beside the relative contract showing date of payment (explanations should be made where payments have been delayed).

- 254. **Payroll Expenses:** For Payroll payments verification and control, the Finance Department shall be responsible for updating the payroll master file for processing the monthly payroll. HR Department shall provide information with respect to employee's payroll and related data to finance in case of new employees. For monthly payroll, each employee and consultant will prepare their timesheet, which should be reviewed and approved by their supervisor. All employees and consultants should submit their timesheets to HR department. HR department will submit monthly consolidated timesheet for staff and individual timesheet (including payment with patent and social fund) of consultants to finance department to process the payroll. Finance Specialist shall generate payroll with necessary adjustment of advances, if any, taken by the employees. Monthly payroll shall be reviewed by the Head of Accounting Operation (HAO) comparing the same with supporting information and documents. After reviewed, payroll shall be approved by Director Finance (DF) and CEO. Project staff and consultants shall only be paid

through bank transfer or bank cheque (in case where employee does not have a bank account) after the approval of monthly payroll sheet. Please note that staff hired under a consultancy contract as per the World Bank relevant procurement guidance, should be treated as consultants and will not be entitled to medical payments (such as paid leave, etc.).

255. **Office Rent, Utilities and Internet Expenses:** For project, eight (8) offices will be rented in 8 regions. At Bishkek, AKF Kyrgyzstan office will be utilized and rent will be charged to project based on the total number of employees' station at Bishkek office and number of JSDF project employees are working in that office. Similarly, at Naryn and Osh (including Alai office), MSDSP offices will be utilized and rent will be charged based on the total number of employees' station at Naryn or Osh offices and number of JSDF project employees are working in that offices. For Bishkek, Naryn and Osh, rent charges including utilities and internet expenses. In remaining regions (4 districts), office space will be rented at local government premises or other private premises with the concurrence of local administration. Rent will be paid based on negotiated rates. If these offices not have the internet facility, internet modem will install in these offices. In case no office is occupied in any region, internet modem will provide to facilitators and coordinators with the limit of KGS 1500 per month. The internet limit may be revised based on working requirement with the approval of project manager.

Considering that the AKF Kyrgyzstan offices in Bishkek and in regions are used not only for the JSDF project implementation but also for other donor funded projects implementation, the rent amount to be charged to the Project will be a proportion of the overall rent amount.

256. **Communication Expense:** As per AKF Kyrgyzstan policy, KGS 800 worth of mobile unit will be uploaded to the project staff (employees and consultants) personal mobile number in the beginning of every month for business purpose. Administration department will submit request with list of employees and consultants to finance department to pay communication charges directly to cellular company for uploading the mobile units and charge expense to project as per employee list.
257. **For travel expenses,** it is AKF Kyrgyzstan's policy to reimburse employees for all expenses necessary, reasonable and actually incurred when traveling on authorized company business. The travel expenses of the National Implementation Team (employees) will be covered through the Operational Cost, whereas the Regional Implementation Team's (consultants) travel expenses are covered through the Project Activities Budget. The Regional Implementation Team will prepare their monthly activity plan including travel plan by end of each month for next month and get approval from the project manager. The employees and consultants shall submit the request for field expenses and travel expenses on travel budget format to the Project Manager and, upon his/her approval, submit to the Accounting Department for advance payment. Accounting Department will transfer the advance request money to employee bank account. Employee and consultants will receive only one advance amount at a time and no further advance amount will pay until the first advance cleared by finance department. On return, employees and consultants must submit travel and other field expenses claim, travel report and approved work plan. It is each employee's and consultant's responsibility to adhere to policy when involved with expenditures on behalf of the company. Further, it is the responsibility of the manager to be familiar with the reason for the expenditures and to be satisfied that they have been reported in a manner consistent with the recognized policy.
258. **Air Travel:** As per AKF Kyrgyzstan policy, only economy class travel is allowed. Employees must submit approved travel requisition form to Administration department to arrange air travel. All air travel will be arranged through approved travel agent by AKF Kyrgyzstan. It is mandatory for all employee and consultant to submit flight boarding passes with the advance expense claim report. End of each month, travel agent will submit the invoice for payment. Administration department will review the invoice and identify the project wise travel expenses and submit request to finance for payment and finance department will charge expenses to project based on actual travel.

259. **Local Travel:** For project, taxi or rental cars will be utilized. Employee and consultants will request logistic department to arrange taxi for local travel. Logistic department will arrange the taxi from approved vendor of AKF Kyrgyzstan wherever is possible. In case taxi vendor not operate in the district or region, staff will arrange taxi themselves and negotiate the rates with driver. Staff will submit the expense with the travel report / claim form with all necessary documents (Invoice, patent, driver passport and travel route). In case, the AKF vehicle is utilized for project, the trip will be charged based on the actual kilometer used as per vehicle log book, which will separately indicate each trip destination, date, mileage passed, trip initiating staff's name and his/her signature for each trip confirming that the trip has actually been taken. The AKF vehicle's travel log will also have the opening and closing odometer indications. Administration department will prepare the vehicle usage report and submit to finance at the end of month. Finance department will review the vehicle usage report and charge expenses as per actual usage. The finance department staff will be assigned for ad-hoc reconciliation of the AKF vehicle's odometer indications with those indicated in the travel log.

260. **Staff Per-diem:** As per AKF Kyrgyzstan policy, project staff will get per-diem as per the attached annexure 14.1. Employees and consultants will calculate per diem as per annexure 14.1 and request money in the advance request form with other expenses. The per-diem applicable to each visit will be verified by the Project Manager at the time of advance request and re-confirm or adjust at the time of advance report submission. The per diem will be adjusted if the meal of breakfast, lunch or dinner is provided by the organization (30% for breakfast, 30% for lunch and 40% for dinner)-

261. **Staff Accommodation:** Employee or Consultant will submit the travel request to Logistic Department to organize accommodation. Logistic Department will arrange accommodation through approved annual vendors or identify the vendors in the new locations. In remote locations where guesthouse or hotels are not available, project team will arrange accommodation themselves and provide all necessary documents (including payment supporting documents, such as receipts, for accommodation payments made) with travel expense report/ claim form to finance department. Anyway if employees or consultants will stay in any informal accommodation they will provide the receipts of the payment. The maximum ceiling for accommodation at different regions are provided below:

- |                  |           |
|------------------|-----------|
| a. Bishkek       | KGS 2,400 |
| b. Osh           | KGS 2,100 |
| c. Other Regions | KGS 1,600 |

262. **Training / Workshop Expenses:** Before the start of each fiscal year AKF Kyrgyzstan will prepare and agree with the World Bank the annual plan for Training/Workshops. Before each individual training/workshop, within reasonable time, agenda AKF Kyrgyzstan, will also agree with the World Bank the detailed budget, agenda and participants list. The Training / Workshop related costs mean reasonable costs for training, seminars and workshops conducted under the Project, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consultants' services) approved by the World Bank. For all training, and workshop, project team ensure to have participants' attendance sheet for each day. Attendance sheet must include name of participants, signature, cell number and passport ID. The participants' attendance sheet is prepared separately for each training/workshop day and is verified by Facilitator and Coordinator of the Project.

For trainer fee, HR department will hire the trainer through procurement process as per WB guidance. HR will submit the request to finance department for payment with necessary documents (Agreement, progress report approved by project manager, patent and social fund). Finance department will review the documents and transfer the fee to the consultant bank account.

For stationery, supplies and consumables, project team will submit request to procurement department. Procurement department will procure the material from approved vendors and submit request to finance department for payment along with all necessary documents (Agreement, invoice, purchase order, patent etc.). Finance department will review the documents and transfer the payment to vendor bank account.

For Accommodation, project team will submit the request to Logistic Department to organize accommodation for beneficiaries. Logistic Department will arrange accommodation for beneficiaries through approved annual vendors or identify the vendors in the new locations. All necessary documents with travel expense report / claim form should be submitted to finance department.

For beneficiaries' meal, project will submit the request to Logistic Department to organize meals for beneficiaries. Logistic Department will arrange meals for beneficiaries through approved annual vendors or identify the vendors in the new locations. In remote locations, where approved vendors are not available, project team will arrange meal themselves or provide daily meal allowance to beneficiaries per diem as per the attached annexure 14.1. In case of daily meal allowance payment, project team will ensure that two persons from project should present at the time of payment and sign the meal allowance payment sheet. The per diem will be adjusted, if the meal of breakfast, lunch or dinner provide by the organization (30% for breakfast, 30% for lunch and 40% for dinner). All necessary documents with travel expense report / claim form should be submitted to finance department.

For training venue, project team will submit the travel request to Logistic Department to organize venue for training or workshop. Logistic Department will arrange training venue for beneficiaries through approved annual vendors or identify the vendors in the new locations. In remote locations where training venue not available through vendors, project team will arrange venue themselves and provide all available documents along with travel expense report / claim form to finance department.

For beneficiaries' transport, the Procurement Department will conduct market survey to determine the transportation cost in the different part of the country. Based on the market survey, project team will pay the transportation allowance to beneficiaries. Project team ensured that two persons from project should present at the time of payment and sign the transport allowance payment sheet. All necessary documents with travel expense report / claim form should be submitted to finance department.

## **HANDLING OF CASH AND CASH EQUIVALENT**

263. All project related payments to be made from the WB funds, shall be done by bank transfer and/or by bank cheque, except some petty cash might be used for reimbursement of transportation, accommodation and catering costs to beneficiaries participating in workshops and trainings as described in the above sections.
264. The Project implementation may involve submission by suppliers of bank guarantees (such as advance payment bank guarantee or other equivalent securities) to the AKF Kyrgyzstan, which will be responsible for conducting the due diligence over such securities. The due diligence process will be conducted by the Finance Specialist, who will conduct the verification of the document with the issuing financial institution, monitor compliance of the security conditions as specified in the document issued by the financial institution, as well as of the security expiration deadlines with respective timely action of extending or encashment of such a security. The bank guarantees and other equivalent securities should be treated as cash and be held in a fireproof safe.

## **BANK RECONCILIATIONS**

265. Bank reconciliations statements shall be prepared as per standard format (Annex 14.2) by Finance Specialist for the project designated accounts, once a month by 10th of next month. Bank

reconciliation statement shall be subject to independent review and approval by AKF Head of Accounting Operations. Any outstanding reconciling items appearing for more than 30 days shall be further investigated by AKF Head of Accounting Operations. Any reconciling items requiring adjustments shall be adjusted after approval of the Director Finance in the accounting system.

### **5.3 VERIFICATION OF EXPENDITURES ELIGIBILITY**

266. The compliance matrix for WB project will be prepared by Financial Consultant to ensure that all expenditure incur for WB project should be verified by Financial Specialist before initiate any project procurement of goods or activities.
267. Purchase request will be raised by project team for any procurement of goods or activities, which will be verified by Financial Specialist for eligibility and availability of budget. In case, Financial specialist not sure about the eligibility of the expenditure, will contact financial consultant for assistance. If still ambiguity exist. The project Manager will contact WB contact person for clarity or No Objection.

### **5.4 ACCOUNTING SYSTEM, POLICIES AND PROCEDURES**

268. The accounting system is the sub-system of financial management in which financial transactions of a project are organized based on policies, principles, and standards in order to produce useful financial information in a reliable and coherent manner.
269. AKF is using Epicor iScala computerized accounting system in many countries including Kyrgyzstan. Epicor financial management solutions are designed to automate and streamline financial processes with tools and controls to support complex legislative requirements and create value through timely financial monitoring. Finance staff is trained and using iScala accounting software since 2012. The server is located at AKF headquarter and AKF Bishkek office is connected through VPN to enter data directly into main server. The secure password has been provided to finance staff for entering data into main server. The AKF headquarter has developed reliable procedures for daily back-up and setup disaster recovery (DR) solution to mitigate the risk of data lost.
270. AKF maintains a comprehensive Chart of Accounts (COA is attached as Annexure 15), which must be complied with by all departments/projects within the Foundation. The purpose of maintaining a chart of accounts is to ensure that expenses are properly classified in different account heads. In addition, iScala software allows entries tagged with various dimensions which are grant, project, location, activity, cost center etc. All transactions are entered in the iScala system by Finance Assistant on a daily basis. All receipts and payments for the JSDF project will be recorded in the iScala system to ensure that all receipts and expenses are recorded in the correct expense categories and at same time tagged with the necessary dimension to extract the reports.
271. The basic accounting policies that are applicable for the project accounting are as follows:
- Financial statements are prepared on the basis of historical cost accounting.
  - Fiscal year: starting on 1 January and ending on 31 December every year
  - Income is recognized when received, and expenditure is recognized when paid (cash based accounting).
  - For reporting purposes to the World Bank, expenditures incurred within the project are capitalizes, and no depreciation is applied.
  - The cash basis IPASA would be applied for this project. The accounting system at AKF Kyrgyzstan is based on accrual accounting as per international accounting standard. However, the system is capable to maintain accounts in both cash and accrual basis.
  - The applicable exchange rate for transactions conducted in foreign currencies is the one prevailing at transaction time. For assets and liabilities in foreign currencies on the balance sheet the applicable exchange rate is that of the date of the quarter ends or year-

ends. All exchange rate differences must be dealt addressed in the exchange rate difference account and recognized on the balance sheet. Foreign exchange losses are not eligible expenditures for Bank financing and would not be charged to Bank but shall be covered by AKF.

- Accounting transactions are recorded in KGS currency. However, for the designated Accounts, transactions are recorded both in USD and KGS.
- For reporting purposes, financial reports required by the World Bank are presented in USD currency.

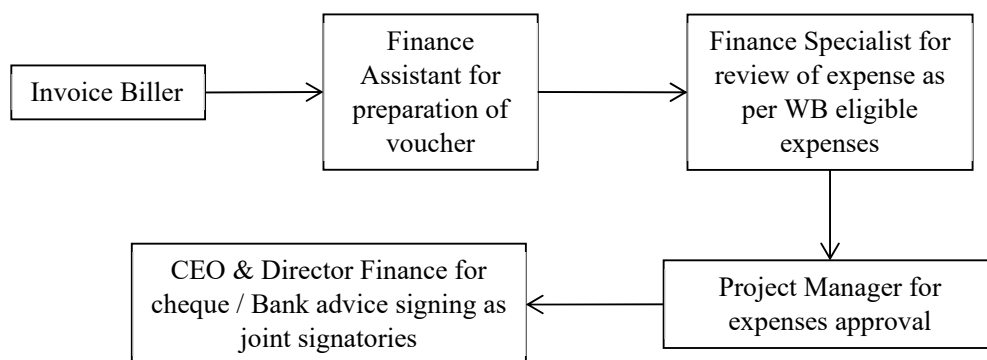
272. At AKF, Kyrgyzstan, Epicor iScala software is used for the book keeping of all projects transactions.

273. The steps for book keeping are as follows:

- Project staff should have good understanding of the regulations, provisions and conditions of Project Appraisal Document, Legal Agreement, Procurement Guidelines, Disbursement Guidelines, Disbursement Handbook and Project Operational Manual and Micro Grants Manual to ensure that the project is implemented in line with the relevant regulations.
- All transaction of the project should be supported with original documentation (copy is not allowed) for bookkeeping and accounting purposes.
- Based on verified and reconciled original documents, the finance assistant will check and review accounting documents and record in accounting books, following the standard procedure.
- All transactions of the project are accounted for in the right accounts, periodically summarized and reported following the World Bank's regulations and requirements.
- The accounting documentation of the project shall be for all accounting items such as cash flows, inventories, fixed assets, labors and wages, and project implementing progress.
- There should be procedures to control and enable the cross-checking of proofs of transactions, data, signatures and endorsement and other relevant documents
- The accounting system must maintain vouchers and other supporting documents and archive them at the end the fiscal year as requested by the current regulations.

274. The Director Finance is responsible for the organization and management of all accounting activities at AKF Kyrgyzstan, however, the project Finance Specialist is responsible for the World Bank Project transactions.

275. Procedures of voucher treatment are carried out as follows:



276. The standard record retention policy shall be in accordance with the various donors and the requirement as per the government regulations.



277. At the end of a fiscal year and after the completion of the accounting works such as cheque, reconciliation and preparation of financial statements, all vouchers, accounting records are arranged, classified, packed, sealed and stored in the accounting unit / storage of the organization by Finance Assistant.
278. All financial records, supporting documents, statistical records, technical and other records pertinent to an award / grant shall be retained as per the State Statistic Department Archive regulation. Unless otherwise specified, records older than 10 years shall be destroyed.
279. Documents / records of the award / grant that have crossed the period accordingly to the requirement of the retention of the records but have pending legal action involved, shall be kept till such time that legal counsel or consultant not provide clearance for the disposal of such records.
280. This policy shall be effective for all foundations, corporations, donor awards / grants which are not specified the retention policy in the agreements.

### ***5.5 FINANCIAL REPORTING***

281. Financial Reporting shall refer to the process of systematic recording, reporting, and analyzing financial transactions of the organization. This process comprises of gathering, compiling and reporting of financial information to management and other stakeholder of the company for the purpose of controlling, decisions making and informing them about the true and fair view of financial position and performance of the projects.
282. AKF shall prepare and furnish interim unaudited financial reports for the Project and furnished to the World Bank as part of the Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
283. The IFR format include a statement showing for the period and cumulatively (project life & year to date) inflow by sources and outflows by main expenditure classification, beginning and ending cash balances of the project; and supporting schedules comparing actual and planned expenditures. The format also attached with the POM for reference (Annex 2.1).
284. AKF shall have the project's Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the project financial statements shall cover the period of one fiscal year of the recipient. The audited financial statements for each such period shall be furnished to the Bank no later than six months after the end of such period, and made publicly available in a timely fashion and in a manner acceptable to the World Bank.

### ***5.6 BUDGETING PROCEDURES***

285. Planning and Budgeting is vital tool for managing and controlling project resources. Adequate budgeting will help to ensure that the right amount of funds required to implement project activities is available from the right sources, at the right time, and in the right place.
286. The Project Manager shall prepare the Yearly Plan of Operations (YPO) and Procurement plan. The Yearly Plan of Operations (YPO) and Procurement plan shall be prepared by the categories and components stated in the Grant Agreement as well as by the AKF chart of accounts (Annex 15). Based on this, Project Manager will work with the Finance Specialist to develop the project budget, which will be reviewed by the Education Program Officer, the Civil Society and Local Governance Officer and the Director Finance. The final version of budget shall be approved by AKF CEO.
287. The Project's Operating Costs annual budget detailed by line items in accordance with the "Operating Cost" definition as specified in the legal agreement and quarter wise shall be prepared by Financial Specialist and shall submit to World Bank for approval no later than December 20 for each subsequent fiscal year.

288. The Project Budget for each of next year shall be revised by the Finance Specialist and Program Manager. The Project Budget, YPO and Procurement plan shall be detailed in advance of each year's budget process. The Project Manager shall submit them to World Bank for approval no later than December 20 for each subsequent fiscal year.
289. The project expenses must be routed through the Purchase Request (PR) procedure. The PR should be prepared by the respective department for project expense and submit to Finance department for budget verification. Finance Specialist will verify the availability of the budget and allow or disallow the PR subject to the availability of budget.
290. Every month, Finance Specialist will prepare the monthly budget variance report on the same standard template used for budget preparation and share with project team for analysis and providing reason for variances. This will allow project team to envisage any deviation in the budget vs. actual and prepare the change request for budget a head as per the timeline specified above for revision of budget accordingly to the WB requirement.

## **5.7 AUDITS**

291. The audit of the project financial statements will be conducted: (i) by independent private auditors acceptable to the Bank, on the terms of reference (TOR) acceptable to the Bank; and (ii) according to the International Standards on Auditing (ISA) issued by the International Auditing and Assurance Standards Board (IAASB) of the International Federation of Accountants (IFAC). The annual audits of the project financial statements will be provided to the Bank within six months of the end of each fiscal year, and at the project closing.

Project Financial Statements will include:

- (i) A Summary of Funds received, showing the World Bank, Project funds from other donors, and counterpart funds separately;
- (ii) A Summary of Expenditures shown under the main project headings and by main categories of expenditures, both for the current fiscal year and accumulated to-date;
- (iii) Accounting policies and explanatory notes<sup>7</sup> (including additional accounting policies and disclosures), covering:
  - a Summary of Summary Reports or SOEs used as the basis for the submission of withdrawal applications in the notes, as appropriate;
  - a Statement of Designated Account in the notes, as appropriate;
  - a Statement of Financial Position showing Accumulated Funds of the Project, bank balances, other assets of the Project, and liabilities, if any;
- (iv) When the entity makes publicly available the approved budget, a comparison of budget and actual amounts either as a separate additional financial statement or as a budget column in the statement of cash receipts and payments.
- (v) The audited financial statements shall be published on the World Bank website, and the recipient shall publish these in full in a local newspaper or in a project website to be developed in the project's first three months. Sample audit TOR attached in Annex 30.

## **5.8 DISBURSEMENT ARRANGEMENTS**

292. The project Designated Account (DA), in USD, will be opened in a commercial bank acceptable to the WB, and will be managed by AKF Kyrgyzstan. The SOE-based disbursement method will be applied for the Project. The Project funds will flow from the Bank, either: (i) via the DA to be maintained in a commercial bank, acceptable to the WB, which will be replenished on the

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<sup>7</sup> The explanatory notes should include reconciliation between the amounts shown as "received by the project from the World Bank" and that disbursed by the Bank and a summary of movements on the project's Designated Account.

basis of SOEs or full documentation; or (ii) on the basis of direct payment withdrawal applications and/or special commitments, received from AKF. Withdrawal applications, that document funds utilized from the DA, will be sent to the Bank at least every three months. The following disbursement methods may be used: reimbursement, advance, and direct payment. Detailed instructions on withdrawal of the project proceeds are provided in the Disbursement Letter.

293. AKF Finance Specialist will prepare an annual budget for eligible operations costs and submit this to the World Bank for approval. The budget will include a quarterly breakdown of figures with line item descriptions.

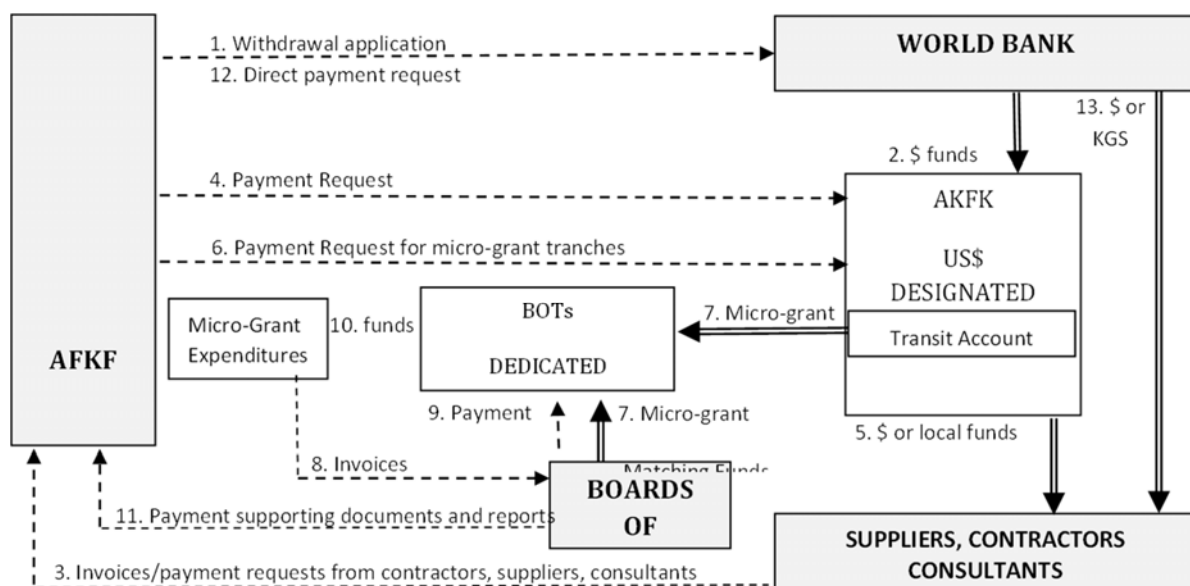
294. The Grant proceeds will be disbursed against eligible expenditures as indicated below.

**Table 4 Allocation of Grant Proceeds**

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
Goods	103,826	100%
Consultants' services	545,241	100%
Micro-grants under Part B of the Project	712,500	100%
Training and Workshops	1,042,424	100%
Operating Costs	326,009	100%
<b>TOTAL AMOUNT</b>	<b><u>2,730,000</u></b>	

295. Sequence and Flow of Documents and Funds. The funds for the Micro-grants (under Component B) will be disbursed only after AKF will develop and adopt a separate operational manual for micro-grants, acceptable to the WB, where the micro-grant implementation arrangements, including the financial management (in particular flow of funds and controls over them) will be described. The development and adoption of this manual will be a disbursement condition for Component B.

296. The sequence and flow of funds and documents (including micro-grants) in the project is reflected in the following flow chart:



**Table 5 Sequence and Flow of Funds and Documents**

1-2	<p>Advances to and Replenishment of Designated Account (DA).</p> <ul style="list-style-type: none"> <li>The WB will provide an initial advance to the DA which will be replenished after expenditures made from the DA are documented to the WB. As required, the withdrawal application together with Statement of Expenditures (SOE) listings the expenditures and accompanied by copies of relevant supporting information (as per thresholds established in the Disbursement Letter) is prepared by AFKF. The withdrawal application is then approved and signed as appropriate and sent to the WB for the replenishment of the Designated Account.</li> </ul>
3-5	<p>Payments to contractors, suppliers, consultants.</p> <ul style="list-style-type: none"> <li>Payments will be effected from the DA (i) in USD to foreign contractors, suppliers, consultants based on the payment order received by the commercial bank from AKF, or (ii) in KGS to local contractors, suppliers, consultants (after conversion of USD funds from the DA via transit account).</li> </ul>
6-11	<p>Fund Flow for the micro-grants.</p> <ul style="list-style-type: none"> <li>The payments for expenditures for micro-grants will be made by BoTs from the dedicated account funds. The dedicated account will be opened in a commercial bank acceptable to the WB, and will be used exclusively for the micro-grant purposes.</li> <li>The provision of micro-grant funds will be made by AFKF to the Dedicated Account of BoTs in tranches. The BoTs will provide matching funds for the micro-grants to the same dedicated accounts. The initial tranche will be provided to the dedicated account based on the BoTs request, and will be replenished after BoTs provide relevant payment supporting documents and reports acceptable to AKF. Further details of the arrangements for flow of funds and reporting for micro-grants is described in the Micro-grants Manual.</li> </ul>
12-13	<p>World Bank Direct Payments.</p> <ul style="list-style-type: none"> <li>Direct Payment requests are sent from AKF to the World Bank when circumstances require (thresholds described in the project Disbursement Letter). The payment request will be prepared and authorized as for normal Withdrawal Applications (see above). The World Bank makes direct payment to the suppliers, contractors, consultants as directed.</li> </ul>

## 5.9 TREASURY OR BANK ARRANGEMENTS

299. AKF envisages to open two bank accounts for the project in the Kyrgyz Investment and Credit Bank (KICB). One designated account in USD and one account in local currency. Both bank accounts would be managed by AKF Bishkek office (Central Office) for making payments exclusively under the project and for the project eligible expenditures, without any WB funds being

transferred to regional offices or pooling at central level by its headquarter. The authorized signatories of these bank accounts are same as specified in the AKF approved authority matrix for bank signatories (Authority Matrix in Annex 16). In case of change of the bank account during the Project, AKF will inform immediately to the WB and justify the need of this change.

#### ***5.10 FORMAL RECONCILIATION PROCEDURES OF PROJECT RECORDS WITH CLIENT CONNECTION***

300. The reconciliation of the project accounting records with WB disbursement data will be performed regularly (at least once a quarter or before each Withdrawal Application is submitted to the Bank and the payment to the project Designated Account is received) via the WB Client Connection by the Finance Specialist and will be verified by the Director Finance.
301. Reconciliation of Statement of Expenditures (SOEs) with the project accounting records will be performed regularly (before each Withdrawal Application is submitted to the Bank or at least once a quarter) by the Finance Specialist and will be verified by the Director Finance.
302. The reconciliation of the project Designated Account balance (as well as of the balance of other project related accounts including the co-financing account) to be held at the State Treasury will be performed by the Finance Specialist and will be verified by the Director Finance at least once a month or after each transaction.

#### ***5.11 CONFLICT OF INTEREST AND RELATED PARTIES TRANSACTIONS***

303. The AKF Kyrgyzstan standard policies and Procedure for the “Conflict of Interest” and “Related Parties Transactions” policies and procedures are applicable for this project. The Project Manager ensures that all members of the Project understand the actions they must take when considering any transactions, when a “Conflict of Interest” or/and “Related Parties” situation arises.
304. “Conflict of Interest” Defined A conflict of interest arises where the private interest of a member of team involved in the procurement or any transaction process may have Conflicts, or might reasonably be thought to conflict, or have the potential to conflict, with the duties of this person in the performance of their role.
305. “Related Parties” Defined A related party shall refer to a person or entity that shall be related to AKF (Members of the same group – parent / subsidiary / fellow subsidiary company, a person identified or a close member of that person's family shall have significant influence over AKF or shall be a member of the key management personnel of AKF, entity, or any member of a group of which it shall be a part, provides key management personnel services to AKF.
306. A member of the Project team in a “Conflict of Interest” situation in relation to a transaction made by them, or proposed contract under consideration by him or her. Shall disclose the nature of their interest to Project Manager and shall not take part in any deliberations or decision with respect to the transaction. The each employee of the organization must sign the conflict of interest undertaking as per Human Resource Policy of the organization.
307. The record disclosure of a “Conflict of Interest” situation shall be kept with the Human Resource Department in order to comply with this procedure.
308. For the Related Parties Transaction, AKF Kyrgyzstan Director Finance shall ensure that all necessary documentation must be completed as per the Related Parties Policies & Procedure of the AKF Kyrgyzstan and disclose to World Bank as deemed necessary.

## **6. PROCUREMENT**

309. This sections deals with the procurement guidelines. All procurement must comply with World Bank procurement requirements. The major procurement related documents are:

World Bank:

- “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014) “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014) (“Consultant Guidelines”) in the case of consultants’ services; Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in July 1, 2016– hereinafter: Anti-Corruption Guidelines.

Government of the Kyrgyz Republic

- Law of the Kyrgyz Republic "On State Procurement"

310. For each contract to be financed by the Bank, the different procurement methods or consultant selection methods, the need for prequalification, estimated costs, prior review requirements, and time frame are agreed between the implementation partner and the Bank Task Team in the Procurement Plan.

311. Following procurements are foreseen under this project:

- Procurement of Goods: Goods procured under this project will include procurement of office equipment.
- Selection of Consultants: Consultancy will include various individual consultants and firms for capacity building, citizen engagement, access to budget and performance evaluation. Short-lists of consultants for services estimated to cost less than US \$300,000 equivalent per contract may be composed entirely of national consultants in accordance with the provisions of paragraph 2.7 of the Consultant Guidelines.
- Micro-Grants: The execution of procurement for grants will be delegated to schools. Procurement responsibilities, procedures and sample documentation are described in detail in the Project Operations Manual and in the Procurement Handbook. The micro-grants will include the procurement of goods, works, consultant services and training.

### **6.1. PROCUREMENT PLAN**

312. The initial procurement plan has been developed covering the above procurement activities (available in 3). The plan will be updated periodically (at least once a year) in line with the Procurement Guidelines and the Consultant Guidelines.

313. The procurement plan contains list of contracts, which are foreseen to be signed during the Project lifecycle, procurement procedure, estimated contract value, post/prior review status, implementation dates, contract signature date, name of consultant/supplier, and contract duration. No procurement can be carried out for any activity that is not included in the procurement plan, approved by the Bank. Approved procurement plan (without cost estimates) should be published in the Bank’s external website as required in the Procurement and Consultant Guidelines.

### **6.2. PROCUREMENT THRESHOLDS AND METHODS OF PROCUREMENT**

314. The following methods of procurement shall be used for procurement under the project. If a particular invitation for a bid is comprised of several packages, lots or slices, and invited in the same invitation for bid, then the aggregate value of the whole package determines the applicable threshold amount for procurement and also for the review by the Bank. The national competitive bidding (NCB) conditions will be part of the Grant Agreement.

315. Prior review will apply in line with the following project procurement thresholds:

**Table 7 Procurement thresholds and methods of procurement**

Contracts Subject to Prior Review (Threshold USD\$)

<b>Expenditure Category</b>	<b>Contract Value Threshold (US\$)</b>	<b>Procurement Method</b>	<b>Contracts Subjects to Prior Review (Threshold in US\$)</b>
<b>Goods and non-consultancy services</b>	$\geq 1,000,000$	ICB	Contracts $\geq 2,000,000$
	$< 1,000,000$	NCB	Not applicable
	$< 100,000$	SH	Not applicable
	N/A	DC	Contracts $\geq 2,000,000$
<b>Consultant Services* (including training)</b>	$\geq 300,000$	QCBS/QBS/LCS/FBS	Contracts $\geq 1,000,000$ ; all TORs
	N/A	SSS	
	N/A	IC	

\*Consultancy: national short list for contracts  $< \text{US\$}300,000$  may be used.

**For all DC and SSS cases the technical justification shall be a part of the project procurement plan.**

316. The prior review thresholds will be periodically reviewed and revised as needed during the project implementation period based on implementation of risk mitigation measures, reports from procurement post-reviews, and improved capacity of the implementing agency.

317. The following contracts are subject to Prior Review by the World Bank:

- The terms of reference for all consulting services;
- The first contract to be awarded by each agency in accordance with the shopping method;
- The first contract to be awarded by each agency in accordance with the CQ method;
- All contracts for consultants' services with a firm estimated to cost the equivalent of \$100,000 or more;
- Each contract for consultants' services with an individual consultant, estimated to cost the equivalent of \$ 50,000 or more; and
- All contracts under direct contracting or single source selection methods.

318. All other contracts shall be subject to Post Review by the World Bank.

**6.3. PROCUREMENT PROCEDURES**

**Shopping for Goods (Cost estimate:  $< \text{US\$}100,000$ )**

319. This method is used for readily available off-the-shelf goods or standard specification commodities. Quotations should be obtained from several suppliers or contractors (with a minimum of three in each case) . ITQ may be sent to suppliers and contractors by letter, fax or email, and quotations can be submitted using any of these communication means.

320. The following steps will be followed:

- Establish a procurement decision committee of minimum of three members but not more than five members;
- Agree on the list of required items of goods (including quantities);
- Prepare technical specifications;
- Prepare list of suppliers or contractors broad enough to generate good competition and to yield at least three quotations, as required. Such a list may be prepared based on the past experience, consultation with chambers of commerce, Internet, or direct market research;
- Prepare Invitation to Quote (ITQ) using the Bank's template for ITQ (Annex 17 for Goods);
- Send the ITQ to the suppliers or contractors;
- Make sure that the requirement of obtaining a minimum of three quotations is fulfilled;
- Receive quotations by a deadline, open them and evaluate them;
- Prepare an evaluation report using Annex 19 for Goods; make recommendation for award of contract;
- Approve an evaluation report and recommendation for contract award by the procurement decision committee ;
- Sign the contract;
- Keep the process confidential until the contract has been awarded;
- Publish contract award information (the name of the selected supplier/contractor, the contract price) in a national newspaper;
- Receive and inspect goods and make payments as per the purchase order; and
- Keep all documents on file.

**Selection of a Firm Based on Consultant's Qualification (CQ)**

321. The following steps to be followed (Selection to be completed within 45 days):

- Establish a selection committee of at least three members but not more than five members;
- Prepare draft terms of reference, including the budget estimate in terms of person/days (weeks, months, whatever is applicable), assignment duration, etc., and submit the draft terms of reference to the Bank for review and no objection;
- Establish evaluation criteria;
- Request electronically expressions of interest (Annex 21) and qualification information on the consultants' experience and competence relevant to the assignment, preferably through advertisement in a national newspaper and/or in an appropriate website, and through dissemination of information about the assignment to professional associations, etc.;
- If necessary, seek via email additional information/clarification from interested candidates;
- Establish through evaluation ranking of the firms which expressed interest.
- Prepare an Evaluation Report for approval by the selection committee using the forms in Annex 22, including individual evaluation form and the summary of individual evaluation forms;
- Select the top-ranking firm with the best qualifications and references;
- Prepare the Request for Proposal using sample in Annex 23;
- Send the Request for Proposal only to the selected highest-ranked firm to submit technical and financial proposals for the assignment, in accordance with the terms of reference;
- Review the proposals and prepare for negotiations;
- Selection committee negotiates the contract (See Annex 24 and Annex 25 for Standard Forms of Contract) with the firm and prepare minutes of negotiation as per the attachment (no one-to-one negotiations);



- Sign the contract;
- Keep the process confidential until contract signature;
- Publish contract award information (the name of the selected firm) in a national newspaper or in an appropriate website; and
- Keep all documents on file.

### **Selection of Individual consultants**

322. Steps to be followed (selection process to be completed within 30 days):

- Prepare draft terms of reference, including the budget estimate in terms of person/days (weeks, months, whatever is applicable), assignment duration, etc., and submit the draft terms of reference to the Bank for review and no objection;
- Establish evaluation criteria;
- Seek expression of interest electronically from individual consultants preferably through advertisement in a national newspaper and/or in an appropriate website, and, if feasible, disseminate information to professional associations, etc);
- Request further information/clarification on references and qualifications where required and useful to determine if a candidate is qualified and should be shortlisted;
- Based on the expression of interests (and additional information/clarification) received, prepare a list of a minimum of three candidates, based on their relevant experience in the field of assignment (i.e. the list should not include candidates who don't have experience/qualifications in the relevant field of assignment, or who may not fulfill any minimum experience/qualifications, etc, if so required in the request for expression of interests);
- Send through email the terms of reference to the short listed individual consultants and request them for their CV in the same format as Annex 23;
- If candidates have submitted their CVs as part of their expression of interest, simply send the terms of reference and ask the candidates to confirm their candidature for the assignment;
- Establish a small evaluation committee comprising at least three members but not more than five members;
- Evaluate the CVs based on the criteria set up beforehand;
- Interview the first three candidates before hiring following the evaluation methodology, and document the results properly in the evaluation report (i.e., how many candidates were interviewed, what were the results, etc?);
- Prepare evaluation report using the form in Annex 26; (Note: if not subject to Bank's prior review, skip the next two steps).
- If subject to Bank's prior review, submit the evaluation report to the Bank;
- After Bank's agreement, negotiate contract (See Attachments xx and xx for Standard Forms of Contract) with the selected consultant via email, fax or on the phone;
- Negotiate contract with the selected consultant via email, fax or on the phone
- Sign the contract;
- Keep the process confidential until contract is awarded;
- Publish the contract award information in a national newspaper and/or in an appropriate website;
- Inform all candidates of the outcome of the selection process;
- Supervise the consultant's performance; and
- Ensure that payments are made against agreed deliverables/outputs

### **Single Source Selection**

323. Single source selection of consultants does not provide the benefits of competition in regard to quality and cost, lacks transparency in selection, and could encourage unacceptable practices. Therefore, single-source selection shall be used only in exceptional cases. The justification for single-source selection shall be examined in the context of the overall interests of

the client and the project, and the Bank's responsibility to ensure economy and efficiency and provide equal opportunity to all qualified consultants. Single-source selection may be appropriate in the following cases, and only if it presents a clear advantage over competition:

- For tasks that represent a natural continuation of previous work carried out by the firm;
- In exceptional cases, such as, but not limited to, in response to natural disasters and for emergency situations both declared by the Borrower and recognized by the Bank;
- For very small assignments<sup>8</sup>; or
- When only one firm is qualified or has experience of exceptional worth for the assignment.

324. In all such cases, the implement partner is not required to issue an RFP and shall submit to the Bank for its review and no objection the TOR of the assignment, a sufficiently detailed justification including the rationale for single-source selection instead of a competitive selection process, and the basis for recommending a particular firm, except for contracts below a threshold defined on the basis of risks and the scope of the project, and set forth in the Procurement Plan.

325. Steps to be followed:

- Prepare TOR for the assignment and the estimated cost;
- Prepare justification for single-source selection in accordance with the guidance given above;
- Submit the estimated cost and the justification for single-source selection to the Bank;
- If Bank accepts justification and issues no objection: (a) invite the consultant to submit technical and financial proposal (for a firm), which would be the basis for negotiations; or (b) invite the individual consultant for negotiations;
- Make sure that the fees being charged are reasonable;
- Prepare draft negotiated contract using the standard form of contract (see attachment) and submit to the Bank for review and no objection
- Sign the contract;
- Send a copy of the contract to the Bank;
- Publish contract award information (the name of the selected firm or individual) in a national newspaper or in an appropriate website; and
- Keep all documents on file.

#### ***6.4 PROCUREMENT RECORDS AND MONITORING***

326. The Procurement Specialist will maintain complete procurement records, in accordance with sound procurement practices (including related supervision, review and auditing), the procurement activities on the Project and ensure that all such records are retained as per the Bank and Government regulations, after the Closing Date of Project. Procurement specialist is responsible for procurement records. Procurement records mean public notices of bidding opportunities; bidding documents and addenda; bid opening information; bid evaluation reports; formal appeals by bidders and outcomes; signed contracts, addenda and amendments; records on claims and dispute resolution; and records of time taken to complete key steps in the process.

327. The Procurement Specialist will update the project procurement plan on monthly basis by 5<sup>th</sup> of the following month and share with Project Manager to plan activities as per project timelines and take necessary actions in case of any delays. The Procurement Specialist also updates quarterly project procurement plan with the coming quarters revision of procurement plan if any. The quarterly procurement plan report will be prepared by 10<sup>th</sup> of the following after completion of quarter.

## **6.5 PROCUREMENT SUPERVISION AND EX-POST REVIEW**

328. Routine procurement reviews and supervision will be provided by the procurement analyst based in the country office. In addition, two WB supervision missions are expected to take place per year during which ex-post reviews will be conducted for the contracts that are not subject to Bank prior review on a sample basis (20 percent in terms of number of contracts). One ex-post review report will be prepared per fiscal year, including findings of physical inspections for not less than 10 percent of the contracts awarded during the review period.

## **6.6 CONFLICT OF INTEREST**

329. The “Conflict of Interest” procedure exists to ensure that all members of the Procurement Department and AKF Kyrgyzstan management understand the actions they must take when considering tenders and contracts, when a “Conflict of Interest” situation arises.
330. “Conflict of Interest” Defined A conflict of interest arises where the private interest of a member of Procurement Department or management of AKF or any other person involved in the procurement process may have Conflicts, or might reasonably be thought to conflict, or have the potential to conflict, with the duties of this person in the performance of their role.
331. A member of the Procurement Department or AKF Management in a “Conflict of Interest” situation in relation to; a contract made by the them, or proposed contract under consideration by him or her. Shall disclose the nature of their interest and shall not take part in any deliberations or decision b with respect to the contract. In the event that a member may be unsure is there is a potential conflict of interest, he/she may request for the procurement department members or procurement commission to vote on the matter at the beginning of the meeting. The outcome shall be noted in the minutes and actioned accordingly. The members of the procurement department or procurement commission are to provide a written acknowledgement that they have read and understand this procedure, and that they will uphold the procedure whilst a member of the Board.
332. The procurement department or procurement commission, must record disclosure of a “Conflict of Interest” situation in the minutes of the procurement department or commission meeting, detailing; the nature of the conflict and the action taken by the procurement department or commission in order to comply with this procedure.

## **6.7 FRAUD AND CORRUPTION**

333. 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:
334. (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>9</sup>;

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<sup>9</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.

- (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>10</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>11</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>12</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;
335. (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 competing for the contract in question;
336. (c) will declare misprocurement 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;
337. (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures<sup>13</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a

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<sup>10</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>11</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>12</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

<sup>13</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

stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>14</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

## **6.8 FILING OF RECORDS**

333. The standard record retention policy shall be in accordance with the various donors and the requirement as per the government regulations. At the end of a fiscal year, all documents /records are arranged, classified, packed, sealed and stored in the accounting unit / storage of the organization by Finance Assistant.
334. All procurement records, supporting documents, statistical records, technical and other records pertinent to an award / grant shall be retained for a minimum of 6 years to a maximum of 10 years as specified in the donor agreements. Unless otherwise specified, records older than 10 years, shall be destroyed.
335. Documents / records of the award / grant that have crossed the period accordingly to the requirement of the retention of the records but have pending legal action involved, shall be kept till such time that legal counsel or consultant not provide clearance for the disposal of such records.
336. This policy shall be effective for all foundations, corporations, donor awards / grants who not specified the retention policy in the agreements.

## **6.9 COMPLAINT HANDLING**

337. The Complaint Handling Procedure has put in place to:
- Ensure that all stakeholders in the procurement process understand the proper process for making a complaint or requesting a review of a Procurement department of commission decision.
  - Outline the time within which complaints or decision reviews will be conducted.
  - Provide an understanding of possible outcomes from the Complaint Handling process.
338. What is a “Complaint”? A complaint arises when a Client in the procurement process expresses written dissatisfaction with an aspect of the procurement process as applied by AKF Kyrgyzstan. Clients include Tenderers, Contractors and Government Agencies. Aid and Donor Agencies may also utilize these complaint handling procedures in the event of a disagreement or complaint with AKF Kyrgyzstan management of a tender funded by WB. It is important to distinguish a complaint from a request for information. A request for information occurs when a Client seeks further information in relation to an aspect of the procurement process as applied. A request for information may ultimately result in a complaint being lodged.
339. The AKF Kyrgyzstan may be required to deal with complaints that relate to administrative, illegal or inappropriate practices, or matters or customer service standards, or relate to procurement department or commission decisions to award contracts
340. The principles to be applied in resolving complaints are outlined below:
- The Client’s right to complain at any stage during the procurement process is acknowledged.

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connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>14</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.

- Complaints against procurement department or commission must be copied to the Project Manager.
  - Complaints against Project Manager, must be referred to the CEO of AKF Kyrgyzstan.
  - All complainants are to be treated courteously.
  - Complaints will be treated fairly and subject to impartial review.
  - Complaints will be resolved at the lowest possible level.
  - A tiered process of complaint handling applies.
  - All efforts will be made to resolve the complaint within timings outlined in this procedure.
  - The Client will be kept informed of the progress and outcome of the complaint.
  - Copies of this procedure are to be provided to Complainants.
  - The AKF Kyrgyzstan will use complaints positively in order to improve procurement processes.
341. The responsibility for handling complaints initially rests with AKF Kyrgyzstan. The AKF Kyrgyzstan should take all legal and appropriate measures to resolve the complaint. If a satisfactory conclusion cannot be reached between the Client and AKF Kyrgyzstan, the matter is referred to the WB mission in country.

#### ***6.10 PROCUREMENT / CONTRACT MANAGEMENT***

342. AKF Kyrgyzstan Procurement Department is overall responsible for the procurement management of all donor projects, however, one procurement specialist is dedicating for WB project. In addition, the support of international consultant will provide support to procurement specialist.
343. Procurement Specialist with the support of international consultant will provide the following support for WB project:
- Supports Procurement Department Head in achieving overall Project objectives;
  - Preparing TOR and tender documents for the procurement of services and goods
  - Prepares and submits to the Bank draft bidding documents, draft Request for Proposals (RFPs), or draft ITQs for packages subject to prior review for review and no objection;
  - Publishes procurement notices and contract awards;
  - For prior review packages, submits to the Bank copies of final bidding documents and RFPs;
  - Maintains correspondence with bidders;
  - Prepares amendments to the RFP or the bidding documents as deemed appropriate and submits to the Bank for review and no objection;
  - Participates in bid opening procedure and drafts minutes of bids opening;
  - Keeps a record of firms who purchase the bidding documents;
  - Receives bids and proposals and ensure that they are kept confidential until bid opening or opening of proposals;
  - Participates in evaluation of bids and clarifies evaluation procedure for the tendering commission;
  - Prepares reports on evaluation of bids or proposals based on the evaluation completed by the Evaluation Committee;
  - For contracts subject to prior review, submits bid evaluation report and technical evaluation report for Bank's review and no objection.
  - Sends notification of contract award to winning firms;

- For consulting contracts subject to prior review, submits draft negotiated contracts to the Bank for review and no objection;
- Ensures that the signed contracts are sent to the Bank promptly, to provide for funds withdrawal;
- Prepares draft contract amendments if deemed appropriate for the Bank's review and no objection;
- Cooperates with Finance specialist regarding Project disbursements;
- Develops and implements procurement monitoring system;
- Keeps all procurement documents on file per package as listed in the procurement plan, including copies of bids, proposals and quotations;
- Provides procurements documents to the Bank during post review and audit;
- Update the Procurement Plan on a regular basis to reflect any changes to deadlines for contracting procurement of goods and services; and prepare the annual procurement plan
- Establish and maintain a database at the Procurement Department of expressions of interest received from prospective consultants with the aim of inviting them for future engagement;
- Communicate with selected consultants, participate in contract negotiations as an observer and prepare Minutes of Negotiations.
- Submit draft negotiated contracts for approval and signature by authorized representatives of the company and then submit them to the World Bank for prior approval;
- Take part in the World Bank's verification missions and collaborate with auditors during mandatory audit of reports;
- Perform other duties in support of Project implementation as required by the Project Manager.

## **7. SAFEGUARDS**

### ***7.1 ENVIRONMENT***

344. The Project was assigned a Safeguards Category B because the micro-grants to schools under Component B may include minor renovation/refurbishment activities. The project will follow the project environmental and social management plan (ESMP) checklist (Annex 6), which was developed and submitted for public comment prior to project approval. This ESMP checklist lists common risks associated with minor construction/ refurbishment and relevant environmental and health and safety mitigation measures.
345. At such time as Component B is implemented, site-specific ESMP checklists will be developed. They will be included into grant applications from each individual school, should there be any renovation works and also will constitute a part of a construction contracts (if applicable), both into specifications and bills of quantities, and the Contractors will be required to include the cost in their financial bids. The ESMP checklist will be verified and used as part of the micro-grant selection process, both by the BoTs and specialized staff within AKF charged with determining eligibility of micro-grants. Applications that have activities on the negative list (Annex 7) will be screened out.
346. ESMP will be prepared by BoT as part of their grant application. ESMP clearance will constitute a grant selection criteria. Prior to approval, Community Facilitators will be responsible for making a site visit to confirm ESMP applicability, compliance and quality. Community Facilitators will continue to monitor ESMP compliance through micro-grant implementation. Where necessary, AKF's engineer (non-project staff) may be called upon to provide technical assistance in the event that grantees do not comply with the ESMP.

## **8. GRIEVANCE REDRESS**

### **8.1 PROJECT GRIEVANCE REDRESS MECHANISM**

347. The Grievance Redress Mechanism is a formal process through which project beneficiaries can voice questions, comments and complaints. These are formally recorded in a central database, investigated, and responded to. The GRM includes different layers dedicated to collection, investigation, and response to grievances raised by communities. Regular analysis of the feedback received allows for timely adjustment of Project activities, as necessary, and following the provisions of this operational manual.
348. *Collection and registration of grievances.* At all Project meetings with beneficiaries, project staff will distribute the email information for Regional Coordinators and the general organization phone line (+996 312 621 912). Questions, comments, and complaints can be submitted to the Regional Coordinators via email or to the organization's phone line. Any grievance will be collected by the Facilitator during their regular field visit and interaction with project beneficiaries and then communication to the Regional Coordinators. The Coordinators should enter all received complaints into a grievance register, which will be summarized for quarterly project management meetings.
349. *Grievance investigation and response.* Regional Coordinators should inform the Project Manager of all comments received on the same day these are conveyed to the Coordinators. The Project Manager has the overall responsibility to address complaints, whether verbally or in writing. He/she may delegate responsibility to address these concerns to Regional Coordinators or Project Facilitators, as deemed appropriate. Grievances raised by communities should be investigated and answered within 15 working days. If this period is not sufficient, a letter may be issued to the community of the delay, indicating the date on which the investigation will be concluded. Regional Coordinators will be responsible to record information on follow-up and resolution into the grievance register.
350. *Appealing grievance responses.* Communities who receive responses and remain dissatisfied may submit an appeal to the Management Committee. When issuing responses to grievances, the Project Team should indicate a designated contact address for the Management Committee in the event that the complainant wishes to appeal the response and raise it to a superior body. Information on how to appeal will be clearly explained in the response letters.
351. *Reporting.* All grievances received will be summarized at Project Team meetings and presented to the Management Committee on a quarterly basis. Summary information on grievances received will be reported to the World Bank as part of the semi-annual reports, including number of complaints received, types of complaints, and analysis of issues (e.g., if more issues originate from a particular sub-project, if women/men raise more issues, etc.).

### **8.2 WORLD BANK GRIEVANCE REDRESS MECHANISM**

352. Communities and individuals who believe that they are adversely affected by a World Bank (WB) supported project may submit complaints to existing project-level grievance redress mechanisms or the WB's grievance redress service (GRS). The GRS ensures that complaints received are promptly reviewed in order to address project-related concerns. Project affected communities and individuals may submit their complaint to the WB's independent inspection panel which determines whether harm occurred, or could occur, as a result of WB non-compliance with its policies and procedures. Complaints may be submitted at any time after concerns have been brought directly to the WB's attention, and Bank management has been given an opportunity to respond. For information on how to submit complaints to the WB's corporate GRS, please visit <http://www.worldbank.org/grs>. For information on how to submit complaints to the WB Inspection Panel, please visit [www.inspectionpanel.org](http://www.inspectionpanel.org).



## 9. VISIBILITY

353. The project is funded by the Government of Japan (JSDF) through the World Bank and AKF is an Implementing Agency. Project materials will, where appropriate, employ both the JSDF/WB logo and the AKF logo. The Project Manager and Regional Coordinators are responsible for ensuring that all materials comply with both the AKF and JSDF visibility guidelines. The Project sites will have a visible physical sign 'The Grant is funded by the Government of Japan through the World Bank and implemented by the Aga Khan Foundation in KR'.



*Government of Japan logo*

The Government of Japan



*JSDF logo*



*AKF logo*

AGA KHAN FOUNDATION

## 10. SUSTAINABILITY

354. Several aspects of project design promote sustainability:

- i. Community engagement practices are integrated into the annual school cycle and feed into existing processes of school planning, budgeting and management. MOES will develop and issue policies and procedures that institutionalize the practices piloted under the JSDF grant.
- ii. Community-level activities introduced by the project are controlled and led by members of the school community. Strong emphasis is placed on building the capacity of local-level actors. In addition to training, the project provides ongoing accompaniment, mentoring and technical assistance to local actors, allowing them to take on increasing responsibility over time and, by the end of the project, to be fully capable of implementing all community engagement and social accountability practices without external intervention.
- iii. In order to ensure financial sustainability, project activities have been purposefully structured and kept to a level that can be continued after the completion of donor financing. The various practices introduced by the project are operationally-simple and low-cost.
- iv. The project enjoys the support of senior officials at the MOES and the PCU for the SSERP. These stakeholders will be an important element of sustainability, helping to ensure ministerial of community-led processes introduced by the project and active support for national roll-out.

355. While these four aspects of the project design aim for self-sustaining arrangements for community engagement and social accountability practices, the strategy also considers sustainability in the selection of the implementing agency.

356. AKFK has a strong presence in the country and is committed to the long-term development of the education sector in the Kyrgyz Republic. Using its own internal human and financial resources as well as through additional fundraising activities, AKFK will continue to support target schools after the completion of the project and replicate and disseminate the best practices developed in other schools of country and in the region.

## **CHAPTER 4: ANNEXES & FORMS**

## ANNEX 1: RESULTS FRAMEWORK AND MONITORING

<b>Project Development Objective (PDO):</b> The objective of the Project is to develop inclusive approaches to citizen engagement that support improvements in the accountability and responsiveness of teachers and school management in the poorest districts and contribute to enhancing student performance.						
Indicator	Description	Baseline	End-line	Reporting Frequency	Data Source	Responsible
PDO1: Percentage of parents in the poorest districts who report that accountability and responsiveness of (i) teachers, and (ii) school management has improved as a result of project-supported community engagement processes.	Measured through a basket of (3-5) pre-agreed characteristics of teacher performance that reflect level of accountability and responsiveness (e.g., teacher presence, better communication with parents, less informal payments), and (3-5) pre-agreed characteristics of school management that reflect level of responsiveness (e.g., openness to parent participation, school expenditures aligned to school needs, transparency of budgets). Respondents scoring on a 1-5 scale. Disaggregated by income and gender, and teacher and management results.	Baseline = TBD	+30% increase in average satisfaction with service over baseline	Baseline (2017) & End-line (2020)	Impact Evaluation Survey- with baseline. Survey in sites with and without project activities. Close-ended questionnaire to gauge satisfaction in areas of key expected results.	AKF (appoints independent firm)
PDO2: % of students in the poorest districts who report that teacher accountability and responsiveness has improved as a result of project-supported community engagement processes (change in practice).	Measured through a basket of (3-5) pre-agreed school management characteristics that reflect level of teacher performance in classroom that can be evaluated by students (e.g., teacher presence, teacher effort/communication, treat all students equally), with respondents scoring on a 1-5 scale. Disaggregated by gender.	Baseline = TBD	+30% increase in average satisfaction with service over baseline	Baseline (2017) & End-line (2020)	Impact Evaluation Survey- with baseline. Survey in sites with and without project activities. Close-ended questionnaire to gauge satisfaction in areas of key expected results.	AKF (appoints independent firm)
PDO3: % of parents in the poorest districts who report that they are more empowered to influence improvements in schools as a result of project-supported community engagement processes (empowerment).	Measured through a basket of (3-5) pre-agreed characteristics that reflect level of empowerment (e.g., willingness to voice needs, preferences reflected in joint action plans, willingness to contribute), with respondents scoring on a 1-5 scale. Disaggregated by income and gender.	Baseline = TBD	+40% increase in average perceived empowerment over baseline	Baseline (2017) & End-line (2020)	Impact Evaluation Survey- with baseline. Survey in sites with and without project activities. Close-ended questionnaire to gauge perceived levels of empowerment.	AKF (appoints independent firm)
PDO4: Ratio of poor to non-poor households that report that engagement in their children's education has improved as a result of project investments.	Measures the level of inclusion as well as providing data on increased parent involvement.	Baseline = TBD	1.0 Poor households that report increased engagement is equal to that of non-poor households	Baseline (2017) & End-line (2020)	Impact Evaluation Survey- with baseline. Survey in sites with and without project activities. Close-ended questionnaire to gauge satisfaction in areas of key expected results (disaggregated by income level).	AKF (appoints independent firm)

PDO5: % of target (JSDF-funded) schools that record an improvement in key student performance indicators (improved education outcomes).	A basket of key student performance outcomes will be selected with MOES. A difference of differences approach will be used to measure the improvement of JSDF supported schools when compared with those in control districts (which receive other capacity building and supply-side support but do not receive demand-side / social accountability support). The methodology for the IE will ensure that the controls are put in place to enable attribution of change to the project social accountability interventions.	Baseline = TBD	% of target schools that report an improvement exceeds control schools by 30%.	Baseline (2017) & End-line (2020)	Impact Evaluation Survey- with baseline. Survey in sites with and without project activities. School-level student performance records.	AKF (appoints independent firm)
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#### Component A – Community Engagement Processes and Capacity-Building

		Baseline	Increase over baseline			Frequency	Data Source	Responsible
<b>Sub-Component A.1 – Development and Strengthening of Boards of Trustees (BoTs)</b>								
IR1. % of Boards of Trustees (BoT) in target areas that demonstrate functionality and effectiveness. ( <i>organizational capacity</i> )	% of BoTs in target areas who: (i) complete agreed training; (ii) support formulation of social contract; (iii) conduct an open budget hearing and performance review; (iv) participate in the community scorecard and JAP process, and; (v) participate in the school-level JAP committee (disaggregated by activities)	TBD	20%	70%	75%	Semi-annual	List of participants in trainings. Minutes of budget hearings, social contract sessions, and community scorecard, interface and JAP committee meetings, AKF semi-annual progress reports.	AKF
<b>Sub-Component A.2 - Access to Information and Awareness Building on Performance and Budgets</b>								
IR2. % of schools posting budgets and holding open budget and performance review disclosing: (i) revenues and expenditures according to guidelines; and (ii) annual performance against national standards and targets. ( <i>transparency</i> )	% of schools posting budgets and holding annual meetings which explain: (i) revenues and expenditures according to guidelines; and (ii) annual performance against national standards and targets.  Numerator is total number of schools meeting criteria (i) and (ii) above. Denominator is all target schools.	TBD	10%	30%	50%	Annual	Minutes of budget hearings and annual school meetings. Records of school budget and performance data.  AKF semi-annual progress reports.	AKF
IR3. % of parents demonstrating enhanced understanding of school standards, performance and budgets ( <i>awareness/capacity</i> ).	% of parents participating in project (gender disaggregated) who are able to (i) cite at least two school standards, (ii) correctly identify a standard that is not currently met by their school; (iii) cite one area of school expenditures that has/has not meet school needs.	TBD	10%	30%	50%	Annual	Participant surveys (30% sample) conducted at school level immediately after performance and budget data hearings.	AKF
<b>Sub-Component A.3 – Citizen Feedback and Joint Action</b>								

IR4. % of Citizen Engagement Facilitators (CEFs) (women/men) functionally active in the facilitation of citizen engagement processes. ( <i>effectiveness</i> )	% of trained CEFs who: (i) facilitate social contract meetings, (ii) facilitate community scorecard meetings; (iii) assist in facilitating an interface meeting, (iv) actively support the implementation of at least one JAP action; and, (v) receive certification. Numerator is total number of CEFs meeting criteria (i)-(v) above. Denominator is total no. of CEFs.	Zero	20%	70%	75%	Semi-annual	Minutes of social contract, community scorecard, interface and JAP committee meetings. List of CEFs awarded project certification. AKF semi-annual progress reports.	AKF
IR5. % of beneficiaries reporting improved engagement channels in schools ( <i>voice</i> ).	% of parents/students who report that the (i) planning/budgeting, and (ii) monitoring/feedback channels have improved. Gender disaggregated.	TBD	20%	60%	75%	Annual	Participant surveys (20% sample) conducted at school level at end of school cycle.	AKF
IR6. % of target schools demonstrating responsiveness to citizen feedback ( <i>responsiveness</i> )	% of schools that implement at least one jointly-agreed priority improvement action as a result of the community scorecard/JAP process.	Zero	20%	60%	75%	Annual	JAP status reports.  AKF semi-annual progress reports.	AKF
IR7. % of target schools demonstrating they are inclusive of the priorities of youth in the citizen feedback process ( <i>inclusiveness</i> )	% of target schools in which at least one action prioritized by students is included in the final agreed Joint Action Plan. Gender disaggregated.	Zero	60%	70%	75%	Annual	School-level community scorecard and JAP documents.  AKF semi-annual progress reports.	AKF
IR8. % of target schools that incorporate JAP actions into the SDP ( <i>institutionalization</i> ).	% of target schools with a SDP that incorporates any JAP actions.	Zero	60%	70%	75%	Annual	Copy of the SDP and JAP for each target school.	AKF
<b>Component B – Micro-grants for Priority Investments in Underprivileged Schools</b>								
IR9. % of BoTs that publicly report on the timeliness, management and implementation of micro-grants ( <i>transparency</i> )	Numerator is no. of BoTs publicly report annually on micro-grant expenditures and implementation status. Denominator is no. of BoTs that received micro-grants.	Zero	0%	70%	75%	Annual	Micro-grant progress and completion reports.  Minutes of grant recipient public reporting meetings.	AKF
IR10. % of beneficiaries reporting that micro-grant investments met priority needs ( <i>responsiveness</i> ).	Numerator is no. of parents/students (gender disaggregated) who report that micro-grant was satisfactory or above in meeting priority needs. Denominator is total no. of beneficiaries in survey.	Zero	0%	70%	75%	Annual	Parent and student surveys (30% sample) after the implementation of the micro-grants.	AKF
<b>Component C – Project Management and Administration, Monitoring and Evaluation, and Knowledge Dissemination</b>								

IR11. Stages reached in the execution of the M&E plan (qualitative).	Stage 1: Recruitment of IE firm Stage 2: Completion of IE baseline within 6 months Stage 3: Submission of project mid-term report Stage 4: Submission of project completion report Stage 5: Completion of IE end-line	Zero	Stage 1+2	Stage 3	Stage 4+5	Semi-annual	Contract between the project and EI; Baseline, annual outcome measurement, end-line and completion reports	AKF
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## ANNEX 2: PROJECT REPORTING TEMPLATE

<b>PROJECT PROGRESS REPORTS (1/3)</b>
Name and contact details of recipient: <b>Aga Khan Foundation</b>
Project Title & Country: <b>ENGAGING COMMUNITIES FOR BETTER SCHOOLS IN THE KYRGYZ REPUBLIC (P159699)</b>
Grant amount: <b>2.73 million USD (AKF)</b>
Title of trust fund: <b>Japan Social Development Fund</b>
Name of TTL: <b>Janelle Plummer/Rebecca Lacroix</b>
<p>Report Submission dates:</p> <p>1<sup>st</sup> Progress Report date: <b>30 October 2017</b></p> <p>2d Progress Report date: <b>30 April 2018</b></p> <p>3rd Progress Report date: <b>30 October 2018</b></p> <p>4<sup>th</sup> Progress Report date: <b>30 April 2019</b></p> <p>5<sup>th</sup> Progress Report date: <b>30 October 2019</b></p> <p>6<sup>th</sup> Progress Report date: <b>30 April 2020</b></p>
Project Closing date: 31 Dec 2020    Grant Closing – same.
<p><b>Overall Project Progress Report</b></p> <p>Please provide a brief description of the following:</p> <p>1- Progress to date of the achievement of the project development objectives in line with the objectives stated in the project paper for the Small Grant/Concept Memo for the micro grant:</p> <p>1<sup>st</sup> Progress Report .....[insert description]</p> <p>2d Progress Report..... [ insert description]</p> <p>[add lines for additional reporting periods as needed].....</p> <p>2- Progress to date of the achievements of the milestones indicating the outputs in quality and quantity:</p> <p>[insert an updated table “Results Framework and Monitoring”]</p> <p>3- Any issues encountered in achieving the objectives? the outputs? With a brief description of the reasons, the actions taken to resolve these issues, and the impact of the current level of progress on the achievement of the project objectives per the Results Framework and Monitoring plan.</p> <p>1<sup>st</sup> Progress Report .....[insert description]</p> <p>2d Progress Report..... [ insert description]</p> <p>4- A description of any other risks to the achievement of the project objectives per the plan and how the recipient plans to mitigate for these risks and by when.</p>



1 <sup>st</sup> Progress Report .....[insert description] 2d Progress Report..... [ insert description]		
5- Any proposed changes to the project implementation plan and why?		
1 <sup>st</sup> Progress Report .....[insert description] 2d Progress Report..... [ insert description]		
<b>FOR INTERIM FINANCIAL AND PROCUREMENT REPORTS - MITIGATING ACTIONS (3/3)</b>		
FM action required		Status of implementation
PR action required		

## ANNEX 2.1. SAMPLE INTERIM UN-AUDITED FINANCIAL REPORTS

[illegible]

Project name/Grant # \_\_\_\_\_

**Project Sources & Uses of Funds**  
For the period from ---- to ---- (in USD Currency)

	<i>Actual</i>			<i>Planned</i>			<i>Variance</i>			<i>PAD/ I</i>
	<i>Current quarter</i>	<i>Year to Date` YTD</i>	<i>Cumulative to Date</i>	<i>Current quarter</i>	<i>Year to Date` YTD</i>	<i>Cumulative to Date</i>	<i>Current quarter</i>	<i>Year to Date` YTD</i>	<i>Cumulative to Date</i>	<i>Life of Project</i>
<b>Opening Working Capital</b>										
Designated Account										
Transit Account										
<b>Total</b>										
<b>Sources of Funds</b>										
WB Funds										
<b>SubTotal</b>										
Foreign Exchange Difference										
<b>Total</b>										
Less:										
<b>Uses of Funds</b>										
Categories, including										
(1) Goods										
(2) Consultants' services										
(3) Micro-grants under Part B of the Project										
(4) Training and Workshops										
(5) Operating Costs										
<b>Total</b>										
<b>Closing Working Capital</b>										
Designated Account										
Transit Account										
<b>Total</b>										

Project name/Grant # \_\_\_\_\_

*Uses of Funds by Project Activity*  
For the period from ---- to ---- (in USD Currency)

Project Activities	Actual			Planned			Variance			PAD
	Current quarter	Year to Date` YTD	Cumulative to Date	Current quarter	Year to Date` YTD	Cumulative to Date	Current quarter	Year to Date` YTD	Cumulative to Date	
Part A: Community Engagement Processes and Capacity-Building										
<u>Subcomponent 1.1</u>										
<u>Subcomponent 1.2</u>										
<u>Subcomponent 1.3</u>										
Part B: Micro-grants for Priority Investments in Underprivileged Schools										
Part C: Project Management and Administration, Monitoring and Evaluation, and Knowledge Dissemination										
Total Project Expenditure										

NOTES:

Project Name/Grant # \_\_\_\_\_

**Balance Sheet**  
**as at yy.yy.yyyy**

<u>Cash and cash equivalents:</u>			
Designated Account (USD)	x		
Transit Account	x		
		x	
Project expenditures		x	
Foreign exchange difference (if net loss)		x	
<b>Total assets</b>		x	
<u>Funding:</u>			
World Bank	x		
		x	
Foreign exchange difference (if net income)		x	
<b>Total liabilities</b>		x	

NOTES:

Project Name/Grant # \_\_\_\_\_

**Designated Account (DA) Statement**  
as at yy/yy/yyyy

1	Opening Balance as at xx/xx/xxxx	
	Add:	
2	Cumulative unexplained discrepancy	
3	WB advance/replenishment during the current quarter	
4	Less: Refund to WB from DA during the current quarter	
5	<b>Present outstanding amount advanced to DA</b>	<b>0.00</b>
6	DA closing balance as at yy/yy/yyyy carried forward to next period	
7	Add: Amount of eligible expenditures paid during the current quarter	
8	Service charges (if debited into DA)	
9	Less: Interest earned (if credited into DA)	
10	<b>Total advance accounted for</b>	<b>0.00</b>
11	Discrepancy(5)-(10) to be explained //I	-

NOTES:

Project Name/Grant # \_\_\_\_\_

**SOE Withdrawal Schedule**  
for the period from xx / xx / xxxx to yy/yy/yyyy

W/A	Expenditure categories					Total
	(1) Goods	(2) Consultants' Services	(3) Micro-grants under Part B of the Project	(4) Training and Workshops	(5) Operating Costs	

### ANNEX 3: DETAILED PROCUREMENT PLAN

#### a. Procurement of Goods

1	2	3	4	5	6	7	8	9
Ref No	Activity Description	Estimate Cost (US\$)	Procurement Method	Pre qualification (yes/no)	Domestic Preference (yes/no)	Review by Bank (prior/post)	Expected Contract Signing Date	Comment
1	Office equipment (35 laptops, 7 printers, 5 cameras, 5 white screens and 5 projectors)	29,150	Shopping	No	No	Post	01/04/2017	
2	Office furniture (10 desks, 10 chairs, 7 filing cabinets)	5,100	Shopping	No	No	Post	01/04/2017	
3	Publication, translation and dissemination of documents	69,576	Shopping	No	No	Post	31/12/2017	

Total Goods: US\$ 103,826

#### b. Consultancy services

1	2	3	4	5	6	7	8
Ref. No.	Description of Assignment	Estimated Cost US\$	Selection Method	Review by Bank (prior/post)	Expected Contract Signing Date	Expected Contract End Date	Comments
1	TA to assist AI in the development of project implementation plan	30,000	Selection of Individual Consultant	Post	15/01/2017	15/02/2017	30 days
2	2 Region Project Coordinators	54,206	Selection of Individual Consultant	Post	01/01/2017	1 Coordinator will work until 01/01/2020, and the other one until 30/03/2020	Coordinator 1: 36 months; Coordinator 2: 39 months
3	24 Trainer/Mentors	250,776	Selection of Individual Consultant	Post	01/04/2017	01/01/2020	33 months
4	Impact evaluation baseline and endline	163,259	Selection of Individual Consultant or Firm – CQS	Post	01/01/2017	30/06/2020	4 months
5	Consultant to development project completion report	23,000	Selection of Individual Consultant	Post	01/04/2020	30/06/2020	2 months
6	Annual Audit (Firm)	24,000	Selection of Consultant Firm- CQS	Prior	01/01/2017	30/06/2020	4 months

Total Consultancy Services: US\$545,241



### c. Operating Costs

Ref. No.	Description of Assignment	Estimated Cost US\$	Selection Method	Review by Bank (prior/post)	Expected Contract Signing Date	Expected Contract End Date	Comments
1	National Project Manager	76,790	Selection of Individual Consultant	Post	01/01/2017	30/06/2020	42 months
2	1 Finance Specialist	44,955	Selection of Individual Consultant	Post	01/01/2017	30/06/2020	42 months
3	1 Procurement Specialist	13,164	Selection of Individual Consultant	Post	01/05/2017	01/01/2020	14 months
4	Other operational expenses <sup>15</sup>	191,100		Post	01/01/2017	01/04/2020	39 months

Total Operational expenses: US\$326,009

[d. Training: US\$1,042,424; e. Micro-grants: US\$712,500. Grant total: US\$2,730,000]

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<sup>15</sup> Operating Costs” means the reasonable costs, as shall have been approved by the World Bank, for the incremental expenses incurred on account of Project implementation, management, monitoring and evaluation, consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, support for information systems, office maintenance and repairs, expenditures for materials and supplies, utilities, document duplication/printing, interpretation and translation costs, consumables, travel cost and *per diem* for Project staff for travel linked to the implementation of the Project, salaries of contractual staff for the Project (but excluding consultants’ services and salaries of officials of the Member Country’s civil service), respective social charges, other reasonable expenditures directly associated with implementation of Project activities, all based on annual budget as may be agreed upon by the World Bank.

## ANNEX 4: OUTPUT REPORTING MATRIX

	Measure	Description
<b>Sub-Component A.1 Development and Strengthening of Boards of Trustees (BoTs)</b>		
Functionality of Boards of Trustees	<ul style="list-style-type: none"> <li>% of target schools with functioning BoTs.</li> </ul>	Number of schools with functioning BoTs (numerator) as a proportion of total number of target schools (denominator).
Capacity building of Boards of Trustees	<ul style="list-style-type: none"> <li>% of target schools with trained BoT members.</li> </ul>	Number of schools where at least 3 BoT members have received 4 days training (numerator) as a proportion of total number of target schools (denominator).
Creation of Boards of Trustees networks	<ul style="list-style-type: none"> <li>% of target districts with functioning BoT network.</li> </ul>	Number of districts with functioning online BoT network (numerator) as a proportion of total number of target districts (denominator).
<b>Sub-Component A.2 - Access to Information and Awareness Building on Performance and Budgets</b>		
Public posting of budget and performance data	<ul style="list-style-type: none"> <li>% of target schools that generate and post budget and performance data.</li> </ul>	Number of schools that generate and post budget and performance data according to agreed guidelines (numerator) as a proportion of total number of target schools (denominator).
Proactive reporting of budget and performance data	<ul style="list-style-type: none"> <li>% of target schools that conduct open hearings on school budgets and performance.</li> </ul>	Number of schools that conduct at least one open budget and performance hearing according to agreed guidelines (numerator) as a proportion of total number of target schools (denominator).
<b>Sub-Component A.3 - Citizen Feedback and Joint Action</b>		
Citizen engagement facilitators	<ul style="list-style-type: none"> <li>% of target schools with trained facilitation teams.</li> </ul>	Number of schools where at least 4 Citizen Engagement Facilitators have received 3 days training (numerator) as a proportion of total number of target schools (denominator).
Social contracts	<ul style="list-style-type: none"> <li>% of social contracts completed.</li> </ul>	Number of schools that prepare and publicly post social contracts (numerator) as a proportion of total number of target schools (denominator).
Community monitoring	<ul style="list-style-type: none"> <li>% of community scorecards completed.</li> </ul>	Number of schools that complete community scorecards according to agreed guidelines (numerator) as a proportion of total number of target schools (denominator).
Joint action-planning	<ul style="list-style-type: none"> <li>% of community scorecards resulting in JAPs.</li> </ul>	Number of JAPs (numerator) as a proportion of total number of community scorecards (denominator).
Follow-up on action-planning	<ul style="list-style-type: none"> <li>% of JAC committees formed.</li> </ul>	Number of schools with JAC committees established according to agreed guidelines (numerator) as a proportion of total number of schools that prepare JAPs (denominator).
Implementation of priority actions	<ul style="list-style-type: none"> <li>% of schools that implement at least one priority action</li> </ul>	Number of schools that complete implement at least one priority action (numerator) as a proportion of total number of schools that prepare JAPs (denominator).
Mobilization of community resources for the implementation of priority actions	<ul style="list-style-type: none"> <li>% of schools that mobilize community resources for the implementation of a priority action</li> </ul>	Number of schools that mobilize community resources for the implementation of a priority action (numerator) as a proportion of total number of schools that prepare JAPs (denominator).
<b>Inclusiveness</b>		
Gender participation	<ul style="list-style-type: none"> <li>% of females/males participating in community engagement activities (inclusiveness)</li> </ul>	Percent of females/males that: <ol style="list-style-type: none"> <li>are trained as BoT members</li> <li>are trained as CEFs</li> <li>participate in social contract meetings</li> <li>participate in community scorecard meetings</li> <li>participate in interface meetings</li> <li>are elected to JAP Committees</li> </ol>
Youth participation	<ul style="list-style-type: none"> <li>% of youth participating in community engagement</li> </ul>	% of youth that: <ol style="list-style-type: none"> <li>are trained as CEFs</li> </ol>

	activities (inclusiveness)	2. participate in social contract meetings 3. participate in community scorecard meetings 4. participate in interface meetings 5. are elected to JAP Committees
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## ANNEX 5: ENVIRONMENTAL MANAGEMENT PLAN

### Project potential environmental impacts

Small grants under Sub-Component 2 may finance school renovation and repairs that can include roof replacement, demolition or construction of walls/ partitions, replacement of windows, replacement of electric systems, development of IT infrastructure, replacement/ repair of water and sanitation systems. Such activities are associated with certain environmental and health and safety issues. These issues are primarily dust, noise, water pollution, generation of asbestos waste, disposal of waste material and/or older equipment, some traffic disruption (depending upon specific location), occupational safety risks etc. While the environmental risks associated with this project are minor, short-lived, and primarily limited to the project sites (except for movement of equipment and materials to/from the site), appropriate mitigation and monitoring should be in place.

**Project potential land impacts.** Sub-projects requiring land acquisition<sup>16</sup> are not permissible under the project. Permissible small-grant activities will be within the existing floorplans and school compounds and will not require temporary or permanent restrictions of access, land acquisition and will not have impact on communities' economic activities. The project will use a negative list and screening process to ensure no small grants requires or lead to impacts covered under the World Bank *Operational Policy on Involuntary Resettlement (OP 4.12)*. The ESMP checklist (Part 2) is intended to screen out sub-projects that are not permissible under the project and to identify any social risks associated with the sub-project. The management of social risks is integral to the Environmental and Social Management Plans.

**Purpose of the ESMP Checklist.** The present ESMP Checklist is aimed at providing overall guidance for conducting Environmental Assessment of the grant activities. It specifies the set of mitigation, monitoring, and institutional responsibility measures to be taken during implementation and operation to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels. As the project would involve typical small-scale activities the generic ESMP checklist-type format ("ESMP Checklist") will be used to cover typical preventive and mitigation approaches to common civil works contracts with localized impacts.

**ESMP Checklist structure.** The ESMP Checklist has three sections:

- **Part 1** constitutes a descriptive part ("*site passport*") that describes the project specifics in terms of physical location, the institutional and legislative aspects, the project description, inclusive of the need for a capacity building program and description of the public consultation process.
- **Part 2** includes the environmental and social screening in a simple Yes/No format followed by mitigation measures for any given activity.
- **Part 3** is a monitoring plan for project renovation and repair activities

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<sup>16</sup> Land acquisition includes displacement of people, change of livelihood, encroachment on private property, impacts on communal or privately owned or used assets (e.g., fruit trees, crops, gardens, structures and fences, etc.) and access to communal resources. It covers both temporary and permanent impacts. It includes impacts on land that is purchased/transferred/used and affects people who are living on, using/or operate a business (kiosks) on land that is being acquired/used. It applies whether the affected person has formal ownership status over the land/asset or not (e.g., informal users/squatters).

**Integration of the ESMP Checklist into project documents.** The ESMP Checklist will be included in grant applications from each individual school, should there be any renovation works and also will constitute a part of construction contracts (if applicable), both in specifications and bills of quantities, and the Contractors will be required to include the cost of implementing any mitigation measures in their financial bids. The ESMP checklist will be verified and used as part of the micro-grant selection process by the BoT and specialized staff within AKF charged with determining eligibility of micro-grants. Applications that have activities on the negative list will be screened out.

**Monitoring subprojects.** Environmental monitoring during project implementation provides information about the project environmental impacts and the effectiveness of mitigation measures. Such information enables the client and the Bank to evaluate the success of mitigation as part of project supervision, and allows corrective action to be taken when needed. The monitoring section of the ESMP provides: (a) details, of monitoring measures, including the parameters to be measured, methods to be used, sampling locations, frequency of measurements; and, (b) monitoring and reporting procedures to (i) ensure early detection of conditions that necessitate particular mitigation measures, and (ii) furnish information on the progress and results of mitigation.

**Environmental supervision and reporting of subprojects.** Prior to the launch of the subprojects, BoTs together with the AKF staff will verify the availability and quality of the ESMP checklists. Additionally, during the implementation of the subprojects, BoTs and AKF staff will monitor the enforcement of the mitigation measures. This supervision work will be complemented by the WB (during its supervision missions) and **by** the local ecological and environmental construction inspectors. Semiannually the implementing agency will present short information about the ESMP implementation and subprojects' environmental performance as part of the Progress Reports to be presented to the WB by the Client.

## ANNEX 6: ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (ESMP) CHECKLIST

### CHECKLIST ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (ESMP) for the small reconstruction, renovation and repair activities

PART 1: INSTITUTIONAL & ADMINISTRATIVE				
Country	Kyrgyz Republic			
Project title	Engaging Communities for Better Schools in the Kyrgyz Republic Project			
Scope of project and activity				
Institutional arrangements Name & Contacts		Project Management  Overall the grant will be recipient-executed by Aga Khan Foundation Geneva, while the implementation of the activities will be executed by the Branch Office of the Aga Khan Foundation in the Kyrgyz Republic.	Local Counterpart and/or Recipient  Children, youth, school teachers and administrators of 359 schools located in the poorest district of each of the seven oblasts and Bishkek, as well as Osh. The project will also benefit communities living in the 349 villages and towns where those schools are located. Overall, the project will reach approximately 1,069,700 beneficiaries, of which approximately 197,046 are students.	
Implementation arrangements Name & Contacts Jalaluddin Shah Chief Executive Office, AKF Kyrgyz Republic	Safeguard Supervision  Overall safeguards supervision responsibilities will be the responsibility of AKF Kyrgyz Republic	Local Counterpart Supervision  Board of Trustees for the 359 target schools	Local Inspectorate Supervision  State Inspection on environmental and technical safety of the Kyrgyz Republic	Contactor
SITE DESCRIPTION				
Name of site				
Describe site location			Attachment 1: Site Map [ ] Y [ ] N	
Who owns the land?				
Geographic description				
LEGISLATION				
Identify national & local legislation &	<i>The Law on Environmental Protection:</i> requires that in the process of designing, placing, construction, re-construction, putting into operation facilities, and other activities having a direct or			

permits that apply to project activity	<p>indirect impact on environment, the actions for protection, use and restoration of the environment and natural resources shall be identified and undertaken “according to ecological norms”. The Law also requires that an EIA be prepared for a planned activity (Article 17).</p> <p><i>The Law on Ecological Expert’s Review:</i> states that EIA means the identification, analyses, assessment, and taking into consideration possible impacts of development activities (Article 1). Article 10 defines the activities that require EIA and the process for the project proponent to undertake the EIA.</p> <p><i>Temporary Instruction for Procedure for Performance of Environmental Impact Assessment of Planned Economic and Other Activities:</i> the documentation prepared must reflect the full extent of the project and meet the specified requirements for EIA, while to ensure consistency of EIA reports;</p> <p><i>Instruction on Procedure for Performance of Environmental Impact Assessment of Planned Activity:</i> states the EIA documents should be fully consulted</p> <p>The EIA must include:</p> <ul style="list-style-type: none"> <li>· Description of the project or planned activity;</li> <li>· Possible alternatives for the project or planned activity;</li> <li>· Description of the existing environment;</li> <li>· Types and degree of impact on environment and population;</li> <li>· Forecast any possible changes in environmental quality;</li> <li>· Description of socio-economic and ecological consequences; and</li> <li>· Actions to prevent environmental damage or mitigate the level of ecological risk.</li> </ul>
<b>PUBLIC CONSULTATION</b>	
Identify when / where the public consultation process took place	
<b>INSTITUTIONAL CAPACITY BUILDING</b>	
Will there be any capacity building?	<p>[ ] N or [ ] Y if Yes, Attachment 2 includes the capacity building program</p> <p>On the job training to be provided by the WB Safeguards Specialists to Aga Khan Foundation Kyrgyz Republic. Trained AKF staff will also build the capacity of at least one member in each of the targeted Board of Trustees, who will assist them in subprojects environmental supervision and reporting.</p>

<b>PART 2: ENVIRONMENTAL /SOCIAL SCREENING</b>			
Will the site activity include/involve any of the following:	<b>Activity</b>	<b>Status</b>	<b>Additional references</b>
	A. Building rehabilitation	[ ] Yes [ ] No	See Section <b>B</b> below
	B. New construction	[ ] Yes [ ] No	See Section <b>B</b> below
	C. Individual wastewater treatment system	[ ] Yes [ ] No	See Section <b>C</b> below
	D. Historic building(s) and districts	[ ] Yes [ ] No [ ] Possible	See Section <b>D</b> below
	E. Acquisition of land: <sup>17</sup>	[ ] Yes [ ] No	See Section <b>E</b> below

<sup>17</sup> Land acquisition includes displacement of people, change of livelihood, encroachment on private property, impacts on communal or privately owned or used assets (e.g., fruit trees, crops, gardens, structures and fences, etc.) and access to communal

	E 1 Will the project result in resettlement of individuals or families or require the acquisition of land (public or private, temporarily or permanently) for its development?		
	E.2 Will the project reduce people's access to their economic resources, such as land, pasture, water, public services or other resources that they depend on?	<input type="checkbox"/> Yes <input type="checkbox"/> No	See Section <b>E</b> below
	E.3 Will the project result in the temporary or permanent loss of crops, fruit trees and household infrastructure (such as granaries, fences, outside toilets and kitchens, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	See Section <b>E</b> below
	F. Hazardous or toxic materials <sup>18</sup>	<input type="checkbox"/> Yes <input type="checkbox"/> No	See Section <b>F</b> below
	G. Impacts on forests and/or protected areas	<input type="checkbox"/> Yes <input type="checkbox"/> No	See Section <b>G</b> below
	H. Handling / management of medical waste	<input type="checkbox"/> Yes <input type="checkbox"/> No	See Section <b>H</b> below
	I. Traffic and Pedestrian Safety	<input type="checkbox"/> Yes <input type="checkbox"/> No	See Section <b>I</b> below

resources. It covers both temporary and permanent impacts. It includes impacts on land that is purchased/transferred/used and affects people who are living on, using/or operate a business (kiosks) on land that is being acquired/used. It applies whether the affected person has formal ownership status over the land/asset or not (e.g., informal users/squatters).

<sup>18</sup> Toxic / hazardous material includes and is not limited to asbestos, toxic paints, removal of lead paint, etc.



ACTIVITY	PARAMETER	MITIGATION MEASURES CHECKLIST
A. General Conditions	Notification and Worker Safety	<ul style="list-style-type: none"> <li>(a) The local construction and environment inspectorates and communities have been notified of upcoming activities</li> <li>(b) The public has been notified of the works through appropriate notification in the media and/or at publicly accessible sites (including the site of the works)</li> <li>(c) All legally required permits have been acquired for construction and/or rehabilitation</li> <li>(d) All work will be carried out in a safe and disciplined manner designed to minimize impacts on neighboring residents and environment.</li> <li>(e) Workers' PPE will comply with international good practice (always hardhats, as needed masks and safety glasses, harnesses and safety boots)</li> <li>(f) Appropriate signposting of the sites will inform workers of key rules and regulations to follow.</li> </ul>
B. General Rehabilitation and /or Construction Activities	Air Quality	<ul style="list-style-type: none"> <li>(a) During interior demolition use debris-chutes above the first floor</li> <li>(b) Keep demolition debris in controlled area and spray with water mist to reduce debris dust</li> <li>(c) Suppress dust during pneumatic drilling/wall destruction by ongoing water spraying and/or installing dust screen enclosures at site</li> <li>(d) Keep surrounding environment (sidewalks, roads) free of debris to minimize dust</li> <li>(e) There will be no open burning of construction / waste material at the site</li> <li>(f) There will be no excessive idling of construction vehicles at sites</li> </ul>
	Noise	<ul style="list-style-type: none"> <li>(a) Construction noise will be limited to restricted times agreed to in the permit</li> <li>(b) During operations the engine covers of generators, air compressors and other powered mechanical equipment should be closed, and equipment placed as far away from residential areas as possible</li> </ul>

ACTIVITY	PARAMETER	MITIGATION MEASURES CHECKLIST
	Water Quality	(a) The site will establish appropriate erosion and sediment control measures such as e.g. hay bales and / or silt fences to prevent sediment from moving off site and causing excessive turbidity in nearby streams and rivers.
	Waste management	(a) Waste collection and disposal pathways and sites will be identified for all major waste types expected from demolition and construction activities. (b) Mineral construction and demolition wastes will be separated from general refuse, organic, liquid and chemical wastes by on-site sorting and stored in appropriate containers. (c) Construction waste will be collected and disposed properly by licensed collectors (d) The records of waste disposal will be maintained as proof for proper management as designed. (e) Whenever feasible the contractor will reuse and recycle appropriate and viable materials (except asbestos)
<b>C.</b> Individual wastewater treatment system	Water Quality	(a) The approach to handling sanitary wastes and wastewater from building sites (installation or reconstruction) must be approved by the local authorities (b) Before being discharged into receiving waters, effluents from individual wastewater systems must be treated in order to meet the minimal quality criteria set out by national guidelines on effluent quality and wastewater treatment (c) Monitoring of new wastewater systems (before/after) will be carried out
<b>D.</b> Historic building(s)	Cultural Heritage	(a) If the building is a designated historic structure, very close to such a structure, or located in a designated historic district, notify and obtain approval/permits from local authorities and address all construction activities in line with local and national legislation (b) Ensure that provisions are put in place so that artifacts or other possible “chance finds” encountered in excavation or construction are noted,

ACTIVITY	PARAMETER	MITIGATION MEASURES CHECKLIST
		officials contacted, and works activities delayed or modified to account for such finds.
E. Acquisition of land	Land Acquisition Plan/Framework	(a) If expropriation of land was not expected and is required, or if loss of access to income of legal or illegal users of land was not expected but may occur, the Bank Task Team Leader is notified. Land acquisition is not permissible under the project.
F. Toxic Materials	Asbestos management	(a) If asbestos is located on the project site, mark clearly as hazardous material (b) When possible the asbestos will be appropriately contained and sealed to minimize exposure (c) The asbestos prior to removal (if removal is necessary) will be treated with a wetting agent to minimize asbestos dust (d) Asbestos will be handled and disposed by skilled & experienced professionals (e) If asbestos material is be stored temporarily, the wastes should be securely enclosed inside closed containments and marked appropriately (f) The removed asbestos will not be reused
	Toxic / hazardous waste management	(a) Temporarily storage on site of all hazardous or toxic substances will be in safe containers labeled with details of composition, properties and handling information (b) The containers of hazardous substances should be placed in an leak-proof container to prevent spillage and leaching (c) The wastes are transported by specially licensed carriers and disposed in a licensed facility. (d) Paints with toxic ingredients or solvents or lead-based paints will not be used
G. Affects forests and/or protected areas	Protection	(a) All recognized natural habitats and protected areas in the immediate vicinity of the activity will not be damaged or exploited, all staff will be strictly prohibited from hunting, foraging, logging or other damaging activities.

ACTIVITY	PARAMETER	MITIGATION MEASURES CHECKLIST
		<p>(b) For large trees in the vicinity of the activity, mark and cordon off with a fence large trees and protect root system and avoid any damage to the trees</p> <p>(c) Adjacent wetlands and streams will be protected, from construction site run-off, with appropriate erosion and sediment control feature to include by not limited to hay bales, silt fences</p> <p>(d) There will be no unlicensed borrow pits, quarries or waste dumps in adjacent areas, especially not in protected areas.</p>
<b>H.</b> Disposal of medical waste (not applicable)	Infrastructure for medical waste management	<p>(a) In compliance with national regulations the contractor will insure that newly constructed and/or rehabilitated health care facilities include sufficient infrastructure for medical waste handling and disposal; this includes and not limited to:</p> <ul style="list-style-type: none"> <li>▪ Special facilities for segregated healthcare waste (including soiled instruments “sharps”, and human tissue or fluids) from other waste disposal; and</li> <li>▪ Appropriate storage facilities for medical waste are in place; and</li> <li>▪ If the activity includes facility-based treatment, appropriate disposal options are in place and operational</li> </ul>
<b>I</b> Traffic and Pedestrian Safety	Direct or indirect hazards to public traffic and pedestrians by construction activities	<p>(a) In compliance with national regulations the contractor will insure that the construction site is properly secured and construction related traffic regulated. This includes but is not limited to</p> <ul style="list-style-type: none"> <li>▪ Signposting, warning signs, barriers and traffic diversions: site will be clearly visible and the public warned of all potential hazards</li> <li>▪ Traffic management system and staff training, especially for site access and near-site heavy traffic. Provision of safe passages and crossings for pedestrians where construction traffic interferes.</li> <li>▪ Adjustment of working hours to local traffic patterns, e.g. avoiding major transport activities</li> </ul>

ACTIVITY	PARAMETER	MITIGATION MEASURES CHECKLIST
		<p>during rush hours or times of livestock movement</p> <ul style="list-style-type: none"> <li>▪ Active traffic management by trained and visible staff at the site, if required for safe and convenient passage for the public.</li> <li>▪ Ensuring safe and continuous access to office facilities, shops and residences during renovation activities, if the buildings stay open for the public.</li> </ul>

PART 3 : MONITORING PLAN							
Phase	What (Will the parameter be monitored?)	Where (Is the parameter to be monitored?)	How (Is the parameter to be monitored?)	When (Define the frequency / or continuity?)	Why (Is the parameter being monitored?)	Cost (if not included in project budget)	Who (Is responsible for monitoring?)
During activity preparation							
During activity implementation							
During activity supervision							

## ANNEX 7: NEGATIVE LIST OF INELIGIBLE SUB-PROJECTS

*Applications and activities related to the following are not permissible under the project:*

The construction of new classrooms/ facilities.

Any activity that duplicates SSERP funded activities.

Any activity that benefits individual service providers without direct benefit to the school (e.g., school principals attending conferences, any salary or fees for stakeholders to attend an event).

Any investment that requires land acquisition<sup>19</sup> or has an impact on land ownership (acquired or voluntary donations).

Any renovation where impacts cannot be fully mitigated through the Environmental and Social Management Plan.

Celebrations or entertainment.

The establishment of private ventures.

Production or trade in any product or activity/service.

Production or trade in weapons and munitions.

Production or trade in alcoholic beverages.

Production or trade in tobacco.

Gambling, casinos and equivalent enterprises.

Production or trade in radioactive materials.

Production or trade in unbonded asbestos fibers. This does not apply to purchase and use of bonded asbestos cement sheeting where the asbestos content is less than 20%.

Drift net fishing in the marine environment using nets in excess of 2.5 km. in length.

Production or activities involving harmful or exploitative forms of forced labor/harmful child labor.

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<sup>19</sup> Land acquisition includes displacement of people, change of livelihood, encroachment on private property, impacts on communal or privately owned or used assets (e.g., fruit trees, crops, gardens, structures and fences, etc.) and access to communal resources. It covers both temporary and permanent impacts. It includes impacts on land that is purchased/transferred/used and affects people who are living on, using/or operate a business (kiosks) on land that is being acquired/used. It applies whether the affected person has formal ownership status over the land/asset or not (e.g., informal users/squatters).

Production, trade, storage, or transport of significant volumes of hazardous chemicals, or commercial scale usage of hazardous chemicals. Hazardous chemicals include gasoline, kerosene, and other petroleum products.

Production or activities that impinge on the lands owned, or claimed under adjudication, by Indigenous Peoples, without full documented consent of such peoples.



## **ANNEX 8: DRAFT TERMS OF REFERENCE – TECHNICAL ADVISOR (BOT GUIDELINES & TRAINING MATERIALS)**

### **TERMS OF REFERENCE**

#### **CONSULTANCY: TECHNICAL ADVISOR ON TRAINING AND CAPACITY BUILDING FOR BOARDS OF TRUSTEES**

#### **BACKGROUND**

The Aga Khan Foundation (AKF) is a private, international, non-denominational and not-for-profit organization established in 1967 in Switzerland by his Highness the Aga Khan. The Foundation seeks to develop and promote creative solutions to long-standing global challenges including poverty, hunger, illiteracy and disease. Through its local partner, the public foundation Kyrgyzstan Mountain Societies Development Support Programme, AKF implements a range of integrated interventions in rural development, education, and health, which are implemented in collaboration with and between community-based groups and local government authorities. AKF is active in five oblasts in the Kyrgyz Republic, covering a total population of more than 520,000 people.

Between June 2017 and December 2020, The Aga Khan Foundation in the Kyrgyz Republic is leading the project, “Engaging communities for better schools in the Kyrgyz Republic” with the support of the Japan Social Development Fund. The goal of the project is to support the development of citizen engagement to improve the service delivery of primary and secondary schools in the poorest districts of the Kyrgyz Republic, through enhanced citizen engagement, transparency, accountability, and responsiveness.

#### **MAIN DUTIES AND RESPONSIBILITIES**

The project aims to improve the governance and performance of 359 target schools by: strengthening school-level platforms and capacities for community engagement, proactively sharing budget and performance information; introducing participatory processes of multi-stakeholder feedback and action-planning; and supporting the implementation of jointly agreed priority actions.

The main responsibilities of the consultant will include:

- 1) Develop operational guidelines for Boards of Trustees, in accordance with existing laws, rules and regulations;
- 2) Develop a training and mentoring program for Boards of Trustees and delivering a ToT for Regional and Area Coordinators on that training and mentoring program;
- 3) Review and refine BoT training material based on pilot experience and field-based participatory evaluation.

#### **DELIVERABLES**

- 1) Operational guidelines for Boards of Trustees are prepared, submitted to the MOES for approval, ratified by a ministerial order, and disseminated in target schools.
- 2) Training and mentoring program developed and submitted to the Kyrgyz Academy of Education and Department of Strategy at the MOES for revision and approval.
- 3) Refined BoT training material developed and printed.

#### **REPORTING LINE**

The consultant will report to the Project Manager.

**WORK LOCATION(S)**

The consultancy will be based in Bishkek, with 15 days travel to the field.

**SCHEDULE**

Total No of days: 65 days.

The training material will be developed between August-October 2017 and field based evaluations and revisions will take place in the winter/spring of 2017/2018.

**DEADLINE FOR THE SUBMISSION OF THE PROPOSAL/BID**

Deadline for the submission of proposal/bid and budget: [DATE] to [akf.hr.kg@akdn.org](mailto:akf.hr.kg@akdn.org)

## ANNEX 9: DRAFT TERMS OF REFERENCE – BASELINE STUDY

### TERMS OF REFERENCE

#### “ENGAGING COMMUNITIES FOR BETTER SCHOOLS IN THE KYRGYZ REPUBLIC” BASELINE STUDY

#### BACKGROUND

The Aga Khan Foundation (AKF) is a private, international, non-denominational and not-for-profit organization established in 1967 in Switzerland by his Highness the Aga Khan. The Foundation seeks to develop and promote creative solutions to long-standing global challenges including poverty, hunger, illiteracy and disease. Through its local partner, the public foundation Kyrgyzstan Mountain Societies Development Support Programme, AKF implements a range of integrated interventions in rural development, education, and health, which are implemented in collaboration with and between community-based groups and local government authorities. AKF is active in five oblasts in the Kyrgyz Republic, covering a total population of more than 520,000 people.

Between June 2017 and December 2020, The Aga Khan Foundation in the Kyrgyz Republic is leading the project, “Engaging communities for better schools in the Kyrgyz Republic” with the support of the Japan Social Development Fund. The goal of the project is to support the development of citizen engagement to improve the service delivery of primary and secondary schools in the poorest districts of the Kyrgyz Republic, through enhanced citizen engagement, transparency, accountability, and responsiveness. The project works in the seven poorest districts of each oblast of the Kyrgyz Republic, and one district of both Osh and Bishkek Cities.

#### MAIN DUTIES AND RESPONSIBILITIES

The project aims to improve the governance and performance of 359 target schools by: strengthening school-level platforms and capacities for community engagement, proactively sharing budget and performance information; introducing participatory processes of multi-stakeholder feedback and action-planning; and supporting the implementation of jointly agreed priority actions.

According to the project operations manual, To measure the PDO indicators, an impact evaluation will be undertaken by an independent entity. A skilled firm will be appointed to conduct a baseline within the first 3-6 months. The project’s development object is *to develop inclusive approaches to citizen engagement that support improvements in the accountability and responsiveness of teachers and school management in the poorest districts and contribute to enhancing student performance*. Success will be measured using the following five PDO-level indicators:

1. PDO1: % of parents in the poorest districts who report that accountability and responsiveness of (i) teachers, and (ii) school management has improved as a result of project-supported community engagement processes.
2. PDO2: % of students in the poorest districts who report that teacher accountability and responsiveness has improved as a result of project-supported community engagement processes (change in practice).
3. PDO3: % of parents in the poorest districts who report that they are more empowered to influence improvements in schools as a result of project-supported community engagement processes (empowerment).
4. PDO4: Ratio of poor to non-poor households that report that engagement in their children’s education has improved as a result of project investments.

5. PDO5: % of target (JSDF-funded) schools that record an improvement in key student performance indicators (improved education outcomes).

The impact evaluation will be carried out by an independent research firm with the purpose of obtaining data for the PDO level indicators. It will document changes to accountability, responsiveness, empowerment, student performance and inclusiveness that results from project activities and seek to determine to what extent outcomes are attributable to the project. The methodology will be adopted by the appointed firm. Building on approaches developed by DEC (DIME) for social accountability impact evaluation, the firm will utilize a “difference-of-differences” approach, i.e., results indicators will be compared between a baseline and end-line, and with a treatment group (schools that have participated in the project) and a control group (schools that have not). It will apply a mixed method approach using both quantitative and qualitative data. The impact evaluation will be designed by a qualified independent specialist with experience in designing and conducting evaluations for innovative initiatives. Results will be disaggregated by gender, language group and between rural and urban schools. Budgets have been allocated for this purpose.

AKF is seeking a qualified applicant to conduct the baseline study of the impact evaluation.

### **DELIVERABLES**

- a) A detailed research methodology including sampling strategy, field work and analytical methodologies, research tools, which will be handed over to AKF for use in the project endline;
- b) Field-based data collection, data entry, and data cleaning. The final database will be handed over to AKF;
- c) Analysis and report writing. A draft report (maximum 20 page excluding annexes) and all related annexes and bibliographies should be provided for review to the AKF Project Manager. The final report should be available in English and Russian.

All deliverables should be approved by the Project Manager before proceeding to the next stage.

### **REPORTING LINE**

The selected firm will report to the Project Manager.

### **WORK LOCATION(S)**

Kara-Buura (Talas), Togus-Toro (Jalalabad), Jeti-Oguz (Issyk-Kul), Naryn (Naryn), Alai (Osh) Moskovsky (Chui), Kadamjay (Batken), Osh City, Bishkek City.

### **SCHEDULE**

Total No of days: Number of days needed should be proposed by the applicant.

The assignment will be carried out between July-November 2017.

### **DEADLINE FOR THE SUBMISSION OF THE PROPOSAL/BID**

Deadline for the submission of proposal/bid and budget: [DATE] to [akf.hr.kg@akdn.org](mailto:akf.hr.kg@akdn.org)

## **ANNEX 10: DRAFT TERMS OF REFERENCE – TECHNICAL ADVISOR (CITIZEN ENGAGEMENT TRAINING MATERIAL)**

### **TERMS OF REFERENCE**

#### **CONSULTANCY: TECHNICAL ADVISOR ON CITIZEN ENGAGEMENT**

##### **BACKGROUND**

The Aga Khan Foundation (AKF) is a private, international, non-denominational and not-for-profit organization established in 1967 in Switzerland by his Highness the Aga Khan. The Foundation seeks to develop and promote creative solutions to long-standing global challenges including poverty, hunger, illiteracy and disease. Through its local partner, the public foundation Kyrgyzstan Mountain Societies Development Support Programme, AKF implements a range of integrated interventions in rural development, education, and health, which are implemented in collaboration with and between community-based groups and local government authorities. AKF is active in five oblasts in the Kyrgyz Republic, covering a total population of more than 520,000 people.

Between June 2017 and December 2020, The Aga Khan Foundation in the Kyrgyz Republic is leading the project, “Engaging communities for better schools in the Kyrgyz Republic” with the support of the Japan Social Development Fund. The goal of the project is to support the development of citizen engagement to improve the service delivery of primary and secondary schools in the poorest districts of the Kyrgyz Republic, through enhanced citizen engagement, transparency, accountability, and responsiveness.

##### **MAIN DUTIES AND RESPONSIBILITIES**

The project aims to improve the governance and performance of Board of Trustees at 359 target schools by: strengthening school-level platforms and capacities for community engagement, proactively sharing budget and performance information; introducing participatory processes of multi-stakeholder feedback and action-planning; and supporting the implementation of jointly agreed priority actions. While most schools conduct regular parent assemblies (2-4 times a year), these events serve mainly to share information. Mechanisms for parents, students and community members to: assess school services, voice their opinions regarding strengths and weaknesses, express their concerns and recommend actions for improvement remain largely absent. Such feedback is essential to understand the needs and priorities of service users and to promote active citizen engagement. Key to establishing effective citizen engagement processes is the development and support of skilled facilitators. The project will identify teams of six people from each target school and train these as Community Engagement Facilitators (CEF). CEF will be trained to facilitate citizen engagement activities including social contracts, community scorecards, and joint action planning.

The main responsibilities of the consultant will include:

- 1) Develop operational guidelines and a training course for CEF on gender-sensitive citizen engagement practices, including social contracts, community scorecards, joint action planning.
- 2) Hold a three-day Training of Trainers for 15 trainees in Bishkek on the training package and mentoring CEF, and a one-day mock Community Scorecard exercise with trainees at a school in Bishkek.
- 3) Supervision of project team in the field as they conduct their first CSC.

- 4) Review and refine CEF training materials based on pilot experience and field-based participatory evaluation.

#### **DELIVERABLES**

- 1) Operational guidelines and a training course for CEF is prepared, submitted to the Project Manager for approval and revised according to comments received by AKF.
- 2) A ToT on the developed material is held for Project Staff.
- 3) Participatory field-based evaluations are conducted in a sample of target schools, and training materials are revised accordingly.

#### **REPORTING LINE**

The consultant will report to the Project Manager.

#### **WORK LOCATION(S)**

The consultancy will be based in Bishkek, with 10 days travel to the field in Year 1.

#### **SCHEDULE**

Total No of days: 40 days.

The training material will be developed between August-October 2017 and field based evaluations will take place in the winter/spring of 2017/2018.

#### **DEADLINE FOR THE SUBMISSION OF THE PROPOSAL/BID**

Applicants should submit a proposal including methodology for guideline development and training, timeline, curriculum vitae outlining training experience, qualifications (including previous operational experience implementing social contracts and community scorecards), and references, and a proposed budget.

Deadline for the submission of proposal/bid and budget: [DATE] to [akf.hr.kg@akdn.org](mailto:akf.hr.kg@akdn.org)

## **ANNEX 11: TERMS OF REFERENCE – PROJECT COORDINATION COMMITTEE**

### **Project Coordination Committee (PCC) for the Project “Engaging Communities for Better Schools in the Kyrgyz Republic”**

#### **I. BACKGROUND**

In July 2017, the Aga Khan Foundation Kyrgyz Republic launched the 3.5-year project “Engaging Communities for Better Schools in the Kyrgyz Republic” with the financial support of the Japanese Social Development Fund. The goal of this initiative is to develop inclusive approaches to citizen engagement that support improvements in the accountability and responsiveness of teachers and school management in the poorest districts and contribute to enhancing student performance. This will be achieved through the implementation of three components:

- A. Community Engagement Processes and Capacity-Building to support communities in developing the mechanisms and skills they need to meaningfully engage with schools.
- B. Micro-grants for Priority Investments in Underprivileged Schools to provide matching funds to poor communities for the implementation of collectively identified school improvement projects.
- C. Project Management and Administration, Monitoring & Evaluation, and Knowledge Dissemination

The Project Coordination Committee will serve as a key platform for coordination, including between the implementing agency (AKF) and the Ministry of Education and Sciences of the Kyrgyz Republic (MOES). AKF will commit to delivering the activities set out in the Project Operations Manual, as well as supporting MOES with agreed TA for the development of operational guidelines on BoT. Similarly, MOES will agree to ensure that agreed “supply-side” products and actions (outlined in Table 2, page 35) are provided by the MOES according to agreed timelines.

#### **II. ROLE AND RESPONSIBILITIES OF THE PCC**

- To oversee the overall direction of the project by receiving progress by the Project Manager on project against PDO;
- To review and suggest solutions to strategic challenges (i.e.: changes in the legislation, delay in the approval of project guidelines by relevant ministries and departments, etc.) that might emerge during the implementation of the project and that are critical to its success; ;
- To mobilize relevant public sector entities and other organizations to ensure project implementation;
- To reflect on the lessons of the project and facilitate the integration of successful pilot processes into the sector reform; as well as other matters as agreed by the members.

The principles by which the PCC will function recognize that social accountability is, by its nature, an activity which enables citizens and civil society to hold government to account, and that an equal and constructive partnership between civil society and government is paramount for successful execution of the project objectives.

### **III. COMPOSITION OF THE PCC**

The PCC will be co-chaired by Ministry of Education and Science of the Kyrgyz Republic and the Aga Khan Foundation. Other members include: The State Agency for Local Governance and Interethnic Relations (SALGIR) as well as local and international organizations that support education sector development or strengthening accountability mechanism of public institution in the Kyrgyz Republic.

### **IV. SCHEDULE OF THE PCC**

The PCC will meet twice per year, and make decisions by consensus.



## **ANNEX 12: TERMS OF REFERENCE – MANAGEMENT COMMITTEE**

### **TERMS OF REFERENCE MANAGEMENT COMMITTEE (MC) FOR THE PROJECT “ENGAGING COMMUNITIES FOR BETTER SCHOOLS IN THE KYRGYZ REPUBLIC”**

#### **I. BACKGROUND**

In July 2017, the Aga Khan Foundation Kyrgyz Republic launched the 3.5-year project “Engaging Communities for Better Schools in the Kyrgyz Republic” with the financial support of the Japanese Social Development Fund. The goal of this initiative is to develop inclusive approaches to citizen engagement that support improvements in the accountability and responsiveness of teachers and school management in the poorest districts and contribute to enhancing student performance. This will be achieved through the implementation of three components:

- A. Community Engagement Processes and Capacity-Building to support communities in developing the mechanisms and skills they need to meaningfully engage with schools.
- B. Micro-grants for Priority Investments in Underprivileged Schools to provide matching funds to poor communities for the implementation of collectively identified school improvement projects.
- C. Project Management and Administration, Monitoring & Evaluation, and Knowledge Dissemination

#### **II. ROLE AND RESPONSIBILITIES OF THE MC**

- Provide continuous technical support and guidance to the National Implementation Team;
- Oversee the development and approve project quarterly workplan and budget;
- Oversee the progress of the project against approved workplan, including budget utilisation, and suggest any necessary adjustments;
- Review project progress reports before submission to the World Bank and participate to any key meeting between the World Bank and the project team;
- Participate in all decision the micro-grants’ selection committee under Component B.

#### **III. COMPOSITION OF THE MC**

The MC is chaired by AKF Kyrgyz Republic CEO. Other members include AKF Chief Finance Officer, Education Program Officer, Civil Society and Local Governance Officer, and Manager of the Research and Learning Unit.

#### **IV. SCHEDULE OF THE MC**

The MC will meet with the National Implementation Team on a monthly basis in Y1 of the project. In Year 2 and 3, the meeting will take place each quarter. Also, MC members will provide support to the Nation Implementation Team outside the plan monthly and quarterly meetings.

## ANNEX 13.1: TERMS OF REFERENCE – FINANCIAL MANAGEMENT CONSULTANT

### TERMS OF REFERENCE

for Financial Management Consultant

**Duties and Responsibilities.** The Financial Management Consultant will provide support to the Finance Specialist in performing the below tasks:

- a) Maintaining the project records and accounts according to generally accepted accounting principles and practices and local legislation; ensuring that all project accounts maintained in accordance with the World Bank relevant regulations and guidelines;
- b) Establishing and operating adequate and reliable financial management system for the project, including financial planning and accounting system/software. Developing, maintaining and updating written procedures (Financial Management Manual or FM sections of the POM and other respective manuals for the project) for operation of the project accounting system;
- c) Maintaining procedures for collecting, checking and preparing documentation required for verifying Suppliers'/Contractors'/Consultants' invoices/payment requests. Recording payment documentation and payments to Suppliers/Contractors/Consultants. Preparing invoices for payments by verifying the invoice against contract terms and conditions; ensuring the that all payments are made on a timely basis and according to contract terms and conditions as well as the WB relevant guidelines, regulations, legal agreements and other applicable documents;
- d) Maintaining contract management/monitoring system for the project in order to prevent payments against ineligible expenditures as well as overpayments under contracts, conducting regular reconciliations of the project bank account balances to the project accounts, as well as to the World Bank Client Connection system. Conducting regular foreign exchange revaluation of undisbursed balances of the project funds;
- e) Ensuring the safety, accuracy and validity of bank guarantee letters, insurance certificates (or other warranty securities), verifying the accuracy, reliability and acceptability of the bank guarantee letters, insurance certificates (or other warranty securities), reconciling with the respective terms and conditions in contracts, and ensuring that those documents are kept in a safe place. Registering the recording the bank guarantee letters, insurance certificates (or other warranty securities) in a register and keeping track of the validity date in order to take appropriate action, if needed, before the validity date expiration.
- f) Preparing, and securing approval of the project's budgets based on the operating plans of the projects' components/sub-components; implementing financial planning in co-operation with the procurement specialist and other relevant project staff;
- a) Keeping up-to-date and accurate project accounts; maintaining fixed asset register for the equipment brought from the project funds;
- b) reviewing and verifying accuracy and validity of the micro-grants period financial reports and supporting documentation;
- c) ensuring the timely preparation of financial reports, progress and monitoring reports to the Kyrgyz Government and to donors, and providing the projects' internal and external auditors with all information, documentation and explanations required for the purposes of audit; ensuring that the

project accounting system is reliable for preparation of the project's quarterly Interim Un-audited Financial Reports (IFRs). Preparing and submitting to the World Bank regular IFRs in time and manner indicated in the legal agreements;

- d) Preparing the project annual financial statements to be audited and coordinating the audit arrangements of the project and cooperating with the auditors; ensuring that all project accounts are maintained in accordance with the World Bank regulations for auditing by independent auditors acceptable to the World Bank and on the terms of reference acceptable to the World Bank;
- g) Managing the disbursement of the Project's funds, supervising the operation of the projects' Designated Account(s) and project accounts in accordance with World Bank procedures and local legislation requirements; preparing disbursement applications according to the World Bank and government procedures; establishing and managing the project's Designated Accounts; preparing requests for Special Commitments, opening Letters of Credit, preparing payment orders and making payments from the Designated Accounts; prepare all necessary documentation (WAs, SOEs, Summary Sheets, etc.) for submission to the World Bank to request for replenishment/recovery of the Designated Account(s) on timely basis;
- e) Cooperating with the World Bank missions in conducting regular financial management supervisions of the project and properly addressing the observations and recommendations provided;
- f) Liaising with the taxation, customs and social security agencies and other budgetary agencies in issues relating to Project implementation; estimating and making timely tax payments to the state budget;
- g) Performing project administrative duties as required to ensure that all contract files and procurement activities are complete and accurately reflect the financial status of each contract; performing filing and archiving of the accounting and financial documentation.
- h) performing other duties related to Financial Management arrangements of the project as may be required. Carrying out all other administrative duties as required ensuring the timely implementation of project financial management requirements.
- i) Work with Scala software, analyze and generate the required project data from it; ensure the internal reporting to management
- j) Coaching the project finance staff on the World Bank FM/Disbursement policies and procedures

### **Qualification Requirements**

The Financial Management Consultant should meet the following qualifications and criteria:

Higher Education or Master's Degree in Finance and/or accounting;

At least 3 years of experience in the World Bank -financed projects in a position of a financial manager or disbursement specialist.

Sound knowledge of the World Bank FM/Disbursement policies and procedures. Ability to work with WB Client Connection ([clientconnection.worldbank.org](http://clientconnection.worldbank.org));

Fluency in English. Oral and written proficiency in Kyrgyz and Russian;

Advanced level of computer literacy (Windows-based programs such as Word, Excel, Power Point, etc.), experience in using of accounting software (1C software or similar).

Knowledge of main requirements of the KR Tax and Labor Codes

## **ANNEX 13.2: TERMS OF REFERENCE – FINANCE SPECIALIST**

**The Aga Khan Foundation (AKF)** is a private, international, non-denominational and not-for-profit organization established in 1967 in Switzerland by his Highness the Aga Khan. The Foundation seeks to

develop and promote creative solutions to long-standing global challenges including poverty, hunger, illiteracy and disease. Through its local partner, the Public Foundation Kyrgyzstan Mountain Societies Development Support Programme, AKF implements a range of integrated interventions in rural development, education, and health, which are implemented in collaboration with and between community-based groups and local government authorities. AKF is active in five oblasts in the Kyrgyz Republic, covering a total population of more than 520,000 people. For more information, please refer to [www.akdn.org](http://www.akdn.org)

**AKF** is looking for a **Finance Specialist** for an anticipated project to support improvement in the performance and accountability of primary and secondary schools through a piloting approach that focuses on stimulating community awareness and engagement, and parent-school interaction, for improved student performance in selected poorest districts of the Kyrgyz Republic.

**Duty Station:** Bishkek City, Kyrgyzstan

### **Duties and Responsibilities.**

- Maintaining the project records and accounts according to generally accepted accounting principles and practices and local legislation; ensuring that all project accounts maintained in accordance with the World Bank relevant regulations and guidelines;
- Establishing and operating adequate and reliable financial management system for the project, including financial planning and accounting system/software. Developing, maintaining and updating written procedures (Financial Management Manual or FM sections of the POM and other respective manuals for the project) for operation of the project accounting system;
- Maintaining procedures for collecting, checking and preparing documentation required for verifying Suppliers'/Contractors'/Consultants' invoices/payment requests. Recording payment documentation and payments to Suppliers/Contractors/Consultants. Preparing invoices for payments by verifying the invoice against contract terms and conditions; ensuring that all payments are made on a timely basis and according to contract terms and conditions as well as the WB relevant guidelines, regulations, legal agreements and other applicable documents;
- Maintaining contract management/monitoring system for the project in order to prevent payments against ineligible expenditures as well as overpayments under contracts, conducting regular reconciliations of the project bank account balances to the project accounts, as well as to the World Bank Client Connection system. Conducting regular foreign exchange revaluation of un-disbursed balances of the project funds;
- Ensuring the safety, accuracy and validity of bank guarantee letters, insurance certificates (or other warranty securities), verifying the accuracy, reliability and acceptability of the bank guarantee letters, insurance certificates (or other warranty securities), reconciling with the respective terms and conditions in contracts, and ensuring that those documents are kept in a safe place. Registering the recording the bank guarantee letters, insurance certificates (or other warranty securities) in a register and keeping track of the validity date in order to take appropriate action, if needed, before the validity date expiration.
- Preparing, and securing approval of the project's budgets based on the operating plans of the projects' components/sub-components; implementing financial planning in co-operation with the procurement specialist and other relevant project staff;

- Keeping up-to-date and accurate project accounts; maintaining fixed asset register for the equipment brought from the project funds;
- reviewing and verifying accuracy and validity of the micro-grants period financial reports and supporting documentation;
- ensuring the timely preparation of financial reports, progress and monitoring reports to the Kyrgyz Government and to donors, and providing the projects' internal and external auditors with all information, documentation and explanations required for the purposes of audit; ensuring that the project accounting system is reliable for preparation of the project's quarterly Interim Un-audited Financial Reports (IFRs). Preparing and submitting to the World Bank regular IFRs in time and manner indicated in the legal agreements;
- Preparing the project annual financial statements to be audited and coordinating the audit arrangements of the project and cooperating with the auditors; ensuring that all project accounts are maintained in accordance with the World Bank regulations for auditing by independent auditors acceptable to the World Bank and on the terms of reference acceptable to the World Bank;
- Managing the disbursement of the Project's funds, supervising the operation of the projects' Designated Account(s) and project accounts in accordance with World Bank procedures and local legislation requirements; preparing disbursement applications according to the World Bank and government procedures; establishing and managing the project's Designated Accounts; preparing requests for Special Commitments, opening Letters of Credit, preparing payment orders and making payments from the Designated Accounts; prepare all necessary documentation (WAs, SOEs, Summary Sheets, etc.) for submission to the World Bank to request for replenishment/recovery of the Designated Account(s) on timely basis;
- Cooperating with the World Bank missions in conducting regular financial management supervisions of the project and properly addressing the observations and recommendations provided;
- Liaising with the taxation, customs and social security agencies and other budgetary agencies in issues relating to Project implementation; estimating and making timely tax payments to the state budget;
- Performing project administrative duties as required to ensure that all contract files and procurement activities are complete and accurately reflect the financial status of each contract; performing filing and archiving of the accounting and financial documentation.

#### **Required Qualifications and Experience:**

- Higher Education or Master's Degree in Finance and/or accounting;
- At least 3 years of experience in finance and accounting of the not-for-profit organizations
- Experience in the World Bank -financed projects is an advantage
- Fluency in English. Oral and written proficiency in Kyrgyz and Russian;
- Good level of computer literacy (Windows-based programs such as Word, Excel, Power Point, etc.), experience in using of accounting software (1C software or similar).
- Knowledge of main requirements of the KR Tax and Labor Codes.

Interested candidates should submit their CV, motivation letter and 2 references in English and Russian by [DATE] to [akf.hr.kg@akdn.org](mailto:akf.hr.kg@akdn.org)

*Only shortlisted candidates will be contacted and invited for the interview.*

### **ANNEX 13.3. TERMS OF REFERENCE – PROCUREMENT SPECIALIST**

**The Aga Khan Foundation (AKF)** is a private, international, non-denominational and not-for-profit organization established in 1967 in Switzerland by his Highness the Aga Khan. The Foundation seeks to

develop and promote creative solutions to long-standing global challenges including poverty, hunger, illiteracy and disease. Through its local partner, the Public Foundation Kyrgyzstan Mountain Societies Development Support Programme, AKF implements a range of integrated interventions in rural development, education, and health, which are implemented in collaboration with and between community-based groups and local government authorities. AKF is active in five oblasts in the Kyrgyz Republic, covering a total population of more than 520,000 people. For more information, please refer to [www.akdn.org](http://www.akdn.org)

**AKF** will provide a **Procurement Specialist** from its own staff to support the project on improving the performance and accountability of primary and secondary schools through a piloting approach that focuses on stimulating community awareness and engagement, and parent-school interaction, for improved student performance in selected poorest districts of the Kyrgyz Republic.

**Duty Station:** Bishkek City, Kyrgyzstan

#### **Duties and Accountabilities:**

- Assist with managing the administrative process throughout the duration of the preparation of the all documentation dealing with procurement and logistics (registration of purchase request, agreements with suppliers, goods receipt notes, collecting necessary information for purchases, maintain filing system of procurement documentation, ensure correct and timely payment for services, etc.)
- Proper risk management by controlling accuracy the content of all services and supply contracts to prevent any other related risks with a quality of procurement activities
- Plan work assignments to ensure timely delivery of results
- Maintain a comprehensive and database of all supply/service/works contracts for the project
- Closely work with the lawyer in ensuring accuracy of legal aspects of all contracts used for procurement and logistics works
- Coordinate with the project manager and regional coordinators and make sure the right goods and services needed. Find out the sample of material to be purchased if necessary
- Conduct the market price surveys for the goods and frequently needed services
- Provide purchased materials in full compliance with WB procurement procedures, AKF regulations and KR legislation
- Maintain appropriated records to ensure that procurement process is accurately documented for accountability and audit purpose under supervising of the line manger
- Provide all necessary logistics for the trainings, seminars, roundtables in/out of the office
- Provide oral/written translation related to Procurement Department (agreements and Minutes of Tenders )
- Perform other duties related field as assigned by the line manager

#### **Required Qualifications and Experience:**

- University degree in business or office management
- Basic knowledge of the KR legislation to provide documentation for the procurement process and it's payment



- Sound knowledge of financial rules and regulations
- At least two years of relevant professional experience, preferably with international organizations
- Knowledge of World Bank procurement rules would be an advantage.
- Strong PC skills (Word, Excel, MS Outlook and Power Point)
- Excellent interpersonal, written and communication skills
- The ability to use office equipment such as switchboards, fax machines and photocopiers
- The ability to work in multi-disciplinary and multi-cultural team
- Ability to work under pressure and handle multiple concurrent activities
- Effective organizational and Time Management skills
- Excellent oral and written communication skills in English, Kyrgyz and Russian

Interested candidates should submit their CV, motivation letter and 2 references in English and Russian by [DATE] to [akf.hr.kg@akdn.org](mailto:akf.hr.kg@akdn.org)

## **ANNEX 14.1**

### **Per Diem Rates for Project Staff**

- In Bishkek City KGS 1000 (One Thousand per day)
- In other regions of Kyrgyzstan KGS 850 (Eight Hundred & Fifty per day)

The per diem will be adjusted, if the meal of breakfast, lunch or dinner provide by the organization (30% for breakfast, 30% for lunch and 40% for dinner).

### **Daily meal allowance for beneficiaries**

- To pay daily meal allowance amount to non-employees or partner beneficiaries who are invited by AKF KR to attend public events or training organized by AKF KR in Bishkek city is KGS 600 (Six Hundred per day) in reference to Kyrgyz legislation #471 dated to 26.08.2008.
- To pay daily meal allowance amount to non-employees or partner beneficiaries who are invited by AKF KR to attend public events or training organized by AKF KR in other regions of Kyrgyzstan is KGS 500 (Five Hundred per day) in reference to Kyrgyz legislation #471 dated to 26.08.2008.

## ANNEX 14: BANK RECONCILIATION TEMPLATE

AGA KHAN FOUNDATION		
(KYRGYZ REPUBLIC)		
<b>Bank reconciliation Statement</b>		
as at May 31, 2017		
<i>Account number:</i>		
<i>Currency:</i>		
<b>Balance as per General Ledger</b>		-
Add : Unpresented Cheques - Annexure "A"		-
Less : Deposits not credited by bank - Annexure "B"		-
Add: Unrecorded Bank Credit Advices - Annexure "C"		-
Less: Unrecorded Bank Debit Advices - Annexure "D"		-
<b>Reconciled Balance as per General Ledger</b>		-
<b>Balance as per Bank Statement</b>		
<b>Reconcile</b>		-
<b>Add : Unpresented Cheques</b>		<b>Annexure "A"</b>
<b>Date</b>	<b>Chq #</b>	<b>Description</b>
		-
<b>Less : Deposits not credited by bank</b>		<b>Annexure "B"</b>
<b>Date</b>	<b>Chq #</b>	<b>Description</b>
		-
<b>Add: Unrecorded Bank Credit Advices</b>		<b>Annexure "C"</b>
<b>Date</b>	<b>Chq #</b>	<b>Description</b>
		-
<b>Less: Unrecorded Bank Debit Advices</b>		<b>Annexure "D"</b>
<b>Date</b>	<b>Tr. №</b>	<b>Description</b>
		-
<b>Prepared By: Finance assistant</b>		Nazgul Karabaeva
<b>Verified by By: Finance Officer</b>		Jamal Uraimova

## ANNEX 15: CHART OF ACCOUNTS

AKF KF

Chart of Accounts

Account	Name	Account	Name	Account	Name	Account	Name
<b>1 ASSETS</b>		<b>2 LIABILITIES</b>		<b>4 EXPENSES</b>			
*1011601	Cash-AKF Bishkek USD	*2011001	Deferred Income accont USD	*4019001	Other Project Grants	*4081001	Consultant Fees USD
*1011611	Cash-AKF Bishkek KGS	*2011002	Deferred Income accont CAO	*4021001	Salary Local Staff USD	*4081002	Consultant Travel USD
*1011621	Cash AKF Bishkek EUR	*2021001	Accrued Expenses USD	*4021002	Salary Expatriate USD	*4081003	Service contracts
*1011631	Cash AKF Bishkek KZT	*2021002	Accrued Expenses KGS	*4022001	Social Charges USD	*4081004	Legal and Professions USD
*1021601	KICB AKF Bishkek USD	*2063001	Payable AKDN Inst USD	*4023001	Medical Allowance USD	*4082001	Legal Fees USD
*1021602	KICB Bank AKF Bishkek KGS	*2063002	Payable AKDN Inst KGS	*4023002	Insurance Expat USD	*4082999	Professional Chrg Othr USD
*1021603	KICB Bank AKF Bishkek EUR	*2063003	Payable Funding USD	*4023003	Medical Services USD	*4083001	Service Contracts USD
*1021604	KICB Bank AKF Bishkek ODP	*2063003	Payable Donor Agency USD	*4023004	Housing allowance USD	*4084001	Audit Fees USD
*1021605	KICB AKF Bishkek USD RevF	*2063002	Payable Donor Agency KGS	*4023101	CEO Benefits USD	*4084002	Audit Out-of-Pocket USD
*1021606	KICB AKF Bishkek KGS IRD	*2067001	Payable Tax 10% KGS	*4023999	Other Allowances USD	*4091001	Commun Printing USD
*1021607	KICB Bank AKF Bishkek CHF	*2067101	Payable 27.33% SocCharg KGS	*4029999	Other Direct personnel USD	*4092001	Commun Audio Visual USD
*1021608	KICB AKF Card Account USD	*2088001	Payable Salaries USD	*4031001	Salary Temp Staff USD	*4093001	Commun Photography USD
*1021609	KICB AKF Bishkek KGS Pall	*2088002	Payable Salaries KGS	*4032001	Recruitment Costs USD	*4094001	Commun Mailings USD
*1021601	Prepaid USD	*2089991	Payable Others USD	*4033001	Staff Training-Local USD	*4095001	Commun Translations USD
*1021602	Prepaid KGS	*2089992	Payable Others KGS	*4033011	Staff Training-Intern USD	*4096001	Commun Exhibits Produc USD
*1063001	Receivable AKDN Instituti USD	*2089993	Payable Others ODP	*4039999	Other indirect persnl USD	*4097001	Commun Events USD
*1063002	Receivable AKDN Instituti EUR	*2111002	Revolving Fund USD	*4041001	Rent USD	*4099001	Commun Mass Media USD
*1063003	Receivable Funding USD	*2111003	Helvetas Margin Fund USD	*4041001	Rent Apartment USD	*4099999	Commun Other USD
*1065001	Receivable Donor Agencies USD	*2903001	Reserves General USD	*4042001	Maintenance Office USD	*4101001	Exchange Gain/Loss USD
*1069002	Receivable VAT KGS	*2903002	Other Income Fund USD	*4042011	Maintenance Storage USD	*4101011	Exchange Rounding USD
*1069003	Receivable MSDSP	*2903011	Capital Fund USD	*4043001	Electricity Charges USD	*4102001	Bank Charges USD
*1069004	Receivable MSDSP DN	*2903012	Deferred Capital Grant	*4043011	Water Charges USD	*4105001	Fixed asset Disposal USD
*1069991	Receivable Others USD	*2903002	Revolving Fund USD	*4043021	Generator Operations USD	*4106001	Taxes USD
*1069992	Receivable Others KGS	*2903003	Helvetas Margin Funds USD	*4043991	Utilities other USD	*4109999	Fin Charges Other USD
*1069993	Receivable Others ODP	*2909101	Current Year Result USD	*4044001	Premium Contribution USD	*4311001	Expensed Furnit & Fix USD
*1069994	Receivable Others EUR			*4045001	Premium Insurance USD	*4312001	Expensed Office Equip USD
*1081001	Bad debt allowance USD			*4049999	Premiums Other USD	*4313001	Expensed IT Equip USD
*1101001	Advance Staff USD	<b>3 INCOME</b>		*4051001	Telephone local USD	*4314001	Expensed Vehicles USD
*1101002	Advance Staff KGS	*3011001	IUF Donation	*4051002	Telephone Satellite USD	*4319999	Expensed Other Capiti USD
*1101003	Advance Staff EUR	*3012011	Agency/Donor Grant USD	*4051003	Telephone Mobile USD	*4323001	Deprec office equip USD
*1102001	Advance to Other USD	*3012012	HRH Grant USD	*4051004	Office Expenses USD	*4326001	Deprec furniture & fix USD
*1102002	Advance to Other KGS	*3013001	IUF Agency Admin Grant	*4051011	Emails and Internet USD	*4327001	Deprec equip&machine USD
*1105001	Advance against Salary USD	*3021001	Direct Agency Grant	*4052001	Postage & Courier USD	*4328001	Deprec vehicles USD
*1105002	Advance against Salary KGS	*3022001	Direct Agency Admin Grant	*4053001	Printing & Photocopying U	*4402001	Project Costs USD
*1201002	Stk AKF KGS	*3022012	Released Deft Caplt Grant	*4054001	Books and Periodicals USD	*4402011	Fertilizer USD
*1316001	Fixed Assets USD	*3031001	HRH Contribution	*4055001	Maintenance Equipment USD	*4402021	Chemicals USD
*1323001	Accum Deprec Of Equip USD	*3036001	HRH contrib project	*4055002	Rental Equipment USD	*4402031	Fuel USD
*1324001	Accum Deprec of Furn USD	*3051001	Endowment Donation	*4056001	Supplies & Stationary USD	*4402041	Machinery&Spare parts USD
*1326001	AccumDeprec/vMCLUSD	*3054001	EndowmentDistributIncome	*4057001	Office Refreshments USD	*4402101	Construction Material USD
		*3061001	Deposit&Interest Income	*4057011	Food Supply USD	*4402991	Materials Others USD
		*3499999	Miscellaneous Income USD	*4059999	Other Office Expenses USD	*4402992	Printing Materials USD
				*4062001	Trav Local - CEO USD	*4403001	Training Travel&Transp USD
				*4062011	Trav Intern - CEO USD	*4403002	Training Meals USD
				*4062021	Entertainment - CEO USD	*4403011	Training-Fees USD
				*4063002	Trav Loc-Prog Staf USD	*4403021	Training - Handouts USD
				*4063011	Trav Intern-Prog Staf USD	*4403022	Training - Supplies USD
				*4063021	Entertainment-Prog Staf USD	*4403031	Training Project costs
				*4064001	Trav Local - Fin/Adm USD	*4403999	Training Other USD
				*4064011	Trav Intern - Fin/Adm USD	*4404001	Workshop USD
				*4064021	Entertainment-Fin/Adm USD	*4405001	Labour Costs-Projects USD
				*4069001	Trav Local - Non Staff USD	*4406001	Transportation Expenses U
				*4069011	Trav Intern-Non Staff USD	*4407001	Project Mass Media USD
				*4071001	Vehicle Fuel USD	*4408001	Staff Travel
				*4072001	Vehicle Maintenance USD	*4409001	Survey expenses USD
				*4073001	Vehicle Insurance USD	*4801999	Other Expenses USD
				*4074001	Vehicle Rentals USD	*4801001	Bad debt expenses USD
				*4079999	Vehicle Oper Other USD		

## ANNEX 16: BANK SIGNATORIES

**First signature:**

Chief Executive Officer up to KGS 8,000,000

Senior Partnership Officer up to USD 50,000

**Second signature:**

Director Finance up to KGS 8,000,000

Senior Finance Officer up to USD 50,000

\*For amounts exceeding KGS 8,000,000, written approval from the General Manager of AKF (Geneva) is required prior to CEO's signature.

\*\* Signatories for withdrawal applications follow the same process.

## ANNEX 17: ITQ FOR GOODS

### Invitation to Quote (ITQ) - Shopping For Goods

Project Title: \_\_\_\_\_

Date: \_\_\_\_\_

Source of Funding: \_\_\_\_\_

Contract Ref: \_\_\_\_\_

To: \_\_\_\_\_

Dear Supplier,

1. You are invited to submit your price quotation(s) for the supply of the following items:

(i) \_\_\_\_\_

(ii) \_\_\_\_\_

(iii) \_\_\_\_\_

(iv) \_\_\_\_\_

*Information on technical specifications and required quantities are attached.*

2. (You may quote for any or more items under this invitation. *Each item shall be evaluated and contract will be awarded separately to the firm(s) offering the lowest evaluated price for each item*) **or** (You must quote for all the items combined under this Invitation Price quotations will be evaluated for all the items together and contract will be awarded to the firm offering the lowest evaluated total cost of all the items together). **Note: The Purchaser must select one of the two options and delete the non-applicable option and delete the (brackets).**
3. Your price quotation in the form attached may be submitted by hand, mail, facsimile or electronically at the following address:

\_\_\_\_\_  
(Purchaser's Address)

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

email: \_\_\_\_\_

4. The deadline for receipt of your quotation (s) by the Purchaser at the addressed indicated in this paragraph: [*insert date of submission deadline - normally 7 days from invitation date*].
5. Your quotation in [*insert national language*], should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information for each item

quoted, including names and addresses of firms providing service facilities in \_\_\_\_\_ [*insert name of the country*].

6. Your quotation(s) should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

(i) PRICES: The prices should be quoted in [*insert local currency*] for the Total Cost at final destination [*insert place of destination*], which includes all taxes, VAT, customs, duties, inland transportation and insurance, loading and unloading.

(ii) EVALUATION OF QUOTATIONS: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of the total price at final destination as per para. 2 above.

In evaluating the quotations, the Purchaser will determine for each quotation the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows:

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

(b) where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

(c) if a Supplier refuses to accept the correction, his quotation will be rejected.

(iii) AWARD OF PURCHASE ORDER/Contract: The award will be made to the bidder offering the lowest substantially evaluated responsive quotation and that meets the required technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.

(iv) VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of forty five (45) days from the deadline for receipt of quotation(s) indicated in Paragraph 4 of this Invitation to Quote.

7. Further information can be obtained from:

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

8. Inspections and Audits

8.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located.

- 8.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption of the Form of Contract, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
9. Please confirm by fax/e-mail the receipt of this invitation and whether or not you will submit the price quotation(s).

Sincerely,



## FORM OF CONTRACT

THIS AGREEMENT number \_\_\_\_\_ made on \_\_\_\_\_, \_\_\_\_ 2011, between \_\_\_\_\_ (hereinafter called "the Purchaser") on the one part and \_\_\_\_\_ (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has invited quotation for \_\_\_\_\_ (description of goods) to be supplied by Supplier, viz. Contract \_\_\_\_\_, (hereinafter called "Contract") and has accepted the Quotation by the Supplier for the supply of goods under Contract at the sum of \_\_\_\_\_ (\_\_\_\_\_ ) hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSETHES as follows:

The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

Form of Quotation; Term and Conditions of Supply, Technical Specification;

Addendum (if applicable);

Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of Contract and remedy any defects therein in conformity with the provisions of Contract.

The Purchaser hereby covenants to pay in consideration of the goods supply and acceptance of Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.

### Termination

#### 4.1 Termination for Default

*THE PURCHASER, WITHOUT PREJUDICE TO ANY OTHER REMEDY FOR BREACH OF CONTRACT, BY WRITTEN NOTICE OF DEFAULT SENT TO THE SUPPLIER, MAY TERMINATE THE CONTRACT IN WHOLE OR IN PART:*

if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted.

if the Supplier fails to perform any other obligation under the Contract; or

if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 5 below, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 4.2 Termination for Insolvency.

*THE PURCHASER MAY AT ANY TIME TERMINATE THE CONTRACT BY GIVING NOTICE TO THE SUPPLIER IF THE SUPPLIER BECOMES BANKRUPT OR OTHERWISE INSOLVENT. IN SUCH EVENT, TERMINATION*

*WILL BE WITHOUT COMPENSATION TO THE SUPPLIER, PROVIDED THAT SUCH TERMINATION WILL NOT PREJUDICE OR AFFECT ANY RIGHT OF ACTION OR REMEDY THAT HAS ACCRUED OR WILL ACCRUE THEREAFTER TO THE PURCHASER.*

#### 4.3 Termination for Convenience.

*THE PURCHASER, BY NOTICE SENT TO THE SUPPLIER, MAY TERMINATE THE CONTRACT, IN WHOLE OR IN PART, AT ANY TIME FOR ITS CONVENIENCE. THE NOTICE OF TERMINATION SHALL SPECIFY THAT TERMINATION IS FOR THE PURCHASER'S CONVENIENCE, THE EXTENT TO WHICH PERFORMANCE OF THE SUPPLIER UNDER THE CONTRACT IS TERMINATED, AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE.*

*THE GOODS THAT ARE COMPLETE AND READY FOR SHIPMENT WITHIN TWENTY-EIGHT (28) DAYS AFTER THE SUPPLIER'S RECEIPT OF NOTICE OF TERMINATION SHALL BE ACCEPTED BY THE PURCHASER AT THE CONTRACT TERMS AND PRICES. FOR THE REMAINING GOODS, THE PURCHASER MAY ELECT:*

to have any portion completed and delivered at the Contract terms and prices; and/or

to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier

#### Fraud and Corruption

If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Bank's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4.1.

#### Inspections and Audits

6.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located

The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

Signature and seal of the Purchaser:

Signature and seal of the Supplier:

FOR AND ON BEHALF OF

\_\_\_\_\_  
Name of Authorized Representative

FOR AND ON BEHALF OF

\_\_\_\_\_  
Name of Authorized Representative

FORM OF QUOTATION

\_\_\_\_\_(Date)

To: \_\_\_\_\_ (Purchaser's Name)

\_\_\_\_\_(Purchaser's Address)

\_\_\_\_\_

We offer to execute the \_\_\_\_\_ (Purchaser to fill name and number of Contract) in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of \_\_\_\_\_ (amount in words and numbers) (\_\_\_\_\_) (name of currency) \_\_\_\_\_. We propose to complete the delivery of Goods described in the Contract within a period of \_\_\_\_\_ calendar days from the Date of Signing of the Contract.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

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

Name and Title of Signatory \_\_\_\_\_

\_\_\_\_\_  
Name of Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone Number \_\_\_\_\_

Fax Number, if any \_\_\_\_\_

#### Terms and Conditions of Supply

Project Name: \_\_\_\_\_ Purchaser: \_\_\_\_\_

Consignee: \_\_\_\_\_ Package No. \_\_\_\_\_

#### Prices and Schedules for Supply

Sl.No	Item No	Description of Goods	Quantity	Unit Price (includes all taxes, VAT, customs, duties, inland transportation and insurance)	Total Price at final destination (includes all taxes, VAT, customs, duties, inland transportation and insurance)	Delivery Date

{Note: In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail}

**Fixed Price:** The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.

The Purchaser reserves the right at the time of contract finalization to increase or decrease by up to 15% the quantity of goods and services originally specified without any change in unit prices as well as other terms and conditions.

**Delivery Schedule:** The delivery should be completed as per above schedule but not exceeding \_\_\_\_\_ calendar days from contract signature.

Insurance: The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the total value of the Goods from «Warehouse» to «Warehouse» on «All risks» basis, including «War Risks». The Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary.

Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the country procedures.

Delivery and Documents: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or fax the full details of shipment, including purchase order number, description of goods, quantity, the vessel, the Shipping and Forwarding Receipt from freight Company showing full details, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;  
duplicate air/ truck transport document and/ or duplicate of railway transport document, and/or duplicate FCR ( Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked «freight prepaid»;  
copies of the packing list identifying contents of each package;  
manufacturer's or supplier's warranty certificate;  
certificate of origin;  
certificate of quality.

The above documents shall be received by the Purchaser at least one week before arrival of the goods at the port of place of arrival and, if not received, the Supplier shall be responsible for any consequent expenses.

9. Payment for your invoice will be made as follows: [100% against delivery of shipping documents, through an irrevocable and Confirmed Letter of Credit, opened by \_\_\_\_\_ (name of the Bank in Purchaser's country) in favor of the \_\_\_\_\_ (Supplier's Bank)], *or* [payment will be made 100% on acceptance of the goods] *or* [Advance payment of 10% of the Contract price paid within thirty (30) days of signing the contract against a simple receipt and a bank guarantee for the equivalent amount; 80% of the contract price on Shipment of goods and the remaining 10% of the contract price paid within thirty (30) days after the date of the Acceptance Certificate for the respective delivery issued by the Purchaser *[chose one option and delete the others]*].

Warranty: Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser. Please specify warranty period and terms in detail.

Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. Name and address of service facility which the defects are to be corrected by the supplier within the warranty period:

Address \_\_\_\_\_

\_\_\_\_\_

Force-Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

For purposes of this clause, "Force-Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

Required Technical Specifications

- (i) General Description
- (ii) Specific details and technical standards
- (iii) Performance Parameters

Supplier confirms compliance with above specifications {In case of deviations supplier to list all such deviations}.

NAME OF SUPPLIER \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Place:

Date:



## ANNEX 19: PROCUREMENT OF GOODS UNDER SHOPPING - EVALUATION FORM

### Procurement of Goods Under Shopping - Evaluation Form

1. Project Name \_\_\_\_\_
2. Implementing Agency \_\_\_\_\_
3. Details of goods \_\_\_\_\_  
procured \_\_\_\_\_
4. Estimated Cost \_\_\_\_\_ Equivalent US\$ \_\_\_\_\_
5. Quotations Submission \_\_\_\_\_ time allowed (days) \_\_\_\_\_  
Submission Deadline \_\_\_\_\_ (date) \_\_\_\_\_
6. Bidders Invited    Bidders Quoted    Quotation Receipt Date    Price Quoted
7. Ranking of Responsive  
Quotations by Price  

	<u>Bidder</u>	<u>Evaluated Price</u>
--	---------------	------------------------
8. Non-Responsive Quotations  

	<u>Bidder</u>	<u>Reason(s) for Rejection</u>
--	---------------	--------------------------------
9. Name of the lowest evaluated Bidder \_\_\_\_\_
10. Total Price of the Contract Award \_\_\_\_\_ US\$ \_\_\_\_\_ equivalent
11. Estimated Date of Contract award \_\_\_\_\_
12. Any issues (to be) discussed at finalization of contract. Give details.
13. Complaints from other Suppliers, if any. Provide details.



Date:

---

Signature of Procurement Official



**ANNEX 21: REQUEST FOR EXPRESSIONS OF INTEREST (CONSULTING SERVICES – FIRMS SELECTION)**

**REQUEST FOR EXPRESSIONS OF INTEREST  
(CONSULTING SERVICES – FIRMS SELECTION)**

**[COUNTRY]**

**[NAME OF PROJECT]**

Loan No./Credit No./ Grant No.: \_\_\_\_\_

**Assignment Title:** \_\_\_\_\_

**Reference No.** (as per Procurement Plan): \_\_\_\_\_

The *[insert name of Borrower/Beneficiary/Recipient]* *[has received/has applied for/intends to apply for]* financing from the World Bank toward the cost of the *[insert name of project or grant]*, and intends to apply part of the proceeds for consulting services.

The consulting services (“the Services”) include *[insert brief description, implementation period, etc.]*<sup>i</sup>

The *[insert name of implementing agency/client]* now invites eligible consulting firms (“Consultants”) to indicate their interest in providing the Services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services. The shortlisting criteria are: *[insert criteria related to required qualifications and experience of the firm, but not individual experts’ bio data]*.

The attention of interested Consultants is drawn to paragraph 1.9 of the World Bank’s *Guidelines: Selection and Employment of Consultants [under IBRD Loans and IDA Credits & Grants]* by World Bank Borrowers *[insert correct title and date of applicable Guidelines edition as per legal agreement]* (“Consultant Guidelines”), setting forth the World Bank’s policy on conflict of interest. *[If applicable, insert the following additional text: In addition, please refer to the following specific information on conflict of interest related to this assignment: [insert information on conflict of interest related to the assignment as per paragraph 1.9 of Consultant Guidelines].*

Consultants may associate with other firms in the form of a joint venture or a subconsultancy to enhance their qualifications.

A Consultant will be selected in accordance with the *[insert selection method]* method set out in the Consultant Guidelines.

Further information can be obtained at the address below during office hours *[insert office hours if applicable, i.e. 0900 to 1700 hours]*.

Expressions of interest must be delivered in a written form to the address below (in person, or by mail, or by fax, or by e-mail) by *[insert date]*.

*[insert name of office]*

Attn: *[insert name of officer & title]*

*[insert postal address and/or street address]*

*[insert postal code, city and country]*

Tel: *[include the country and city code]*

Fax: *[include the country and city code]*

E-mail: *[include e-mail address]*

**ANNEX 22: EVALUATION REPORT ON QUALIFICATIONS AND EXPERIENCE OF CONSULTANTS FOR SELECTION BASED ON CONSULTANT'S QUALIFICATIONS (CQ)**

**Evaluation Report on Qualifications and Experience of Consultants for  
Selection Based on Consultant's Qualifications (CQ)**

Country. Project Title:  
Loan/Credit/Grant Number:

Date:

1. Implementing Agency \_\_\_\_\_(address, telephone/Fax No, email)
2. Name of consulting assignment:
3. Package number (per Procurement Plan):
4. Total estimated cost of assignment:
5. Assignment period:
6. Name of Publication and Date of advertisement requesting expressions of interest:
7. Deadline for submission of the expression of interest:
8. Members of Selection Committee (Name and Position of each member):
9. Criteria for evaluating Consultant's qualifications and experience-[Total of all maximum scores should add up to 100]  
  
Core business and years in business (20-30 points)  
  
Qualifications in the field of assignment - similar experience (30-40 points)  
  
General qualifications and number of key staff (30-40 points)
10. Name of consultants who expressed interest in response to the advertisement:

11. Rank list of consultants after evaluation of qualifications and experience as per 9 above:

<i>Name of Consultants</i>	<i>Score</i>	<i>Strengths</i>	<i>Weaknesses</i>
1			
2			
3			

12. The following top ranking firm (the highest scoring) is recommended to be invited for submit a technical and a financial proposal which will become the basis of contract negotiations between the Client and the highest scoring firm.
13. Complaints, if any: \_\_\_\_\_

**Signatures of the Members of the Selection Committee:** \_\_\_\_\_

Individual Evaluation Form (Long List)										
Consultancy on _____										
Evaluated by: _____ (Name of Evaluator)										
	Name Of Company	Country	Core business & Years in business		Qualifications in the field of assignment (similar experience)		General Qualifications and number of key staff		Rating	Average Group Rating (If applicable)
			No. of Points, e.g. 30		No. of Points, e.g. 40		No. of Points, e.g. 30			
			Rating*	(A) x (Points)	Rating *	(C) x (Points )	Rating *	(E) x (Point s)	(B) + (D) + (F)	
			(A)	(B)	(C)	(D)	(E)	(F)	(G)	
1.										
2.										
3.										

Signed by: \_\_\_\_\_

Name of Evaluator

Sample Summary of Consultants' Individual Evaluation Forms for the Consultancy _____ (Name of Consulting Assignment)									
Evaluated by: Names of the Members of the Evaluation Committee									
Name of Company		Core business & Years in business		Qualifications in the field of assignment (similar experience)		General Qualifications and number of key staff		Rating	Average Group Rating (if applicable)
		30 Points		40 Points		30 Points			
		Rating*	B1+B2+B3/3	Rating*	D1+D2+D3/3	Rating*	F1+F2+F3/3	(B) + (D) + (F)	
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	
1.		83.33	B1=25.00 B2=25.00 B3=25.00 25.00	62.50	D1=25.00 D2=25.00 D3=25.00 25.00	91.10	F1=25.00 F2=30.00 F3=27.00 27.33	77.33	I
2.		16.66	B1=0.00 B2=5.00 B3=10.00 5.00	100.00	D1=40.00 D2=40.00 D3=40.00 40.00	94.43	F1=30.00 F2=30.00 F3=25.00 28.33	73.33	II
3.		22.20	B1=20.00 B2=0.00 B3=0.00 6.66	80.00	D1=18.00 D2=40.00 D3=38.00 32.00	100.00	F1=30.00 F2=30.00 F3=30.00 30.00	68.66	III



4.		27.76	B1=0.00 B2=15.00 B3=10.00 <b>8.33</b>	66.65	D1=40.00 D2=20.00 D3=20.00 <b>26.66</b>	100.00	F1=30.00 F2=30.00 F3=30.00 <b>30.00</b>	<b>64.99</b>	<b>IV</b>
----	--	-------	--	-------	--	--------	--	--------------	-----------

**Note: Figures in the table are inserted as an example.**

Signed by:

\_\_\_\_\_  
Name of Evaluator      Name of Evaluator      Name of Evaluator

## ANNEX 23: REQUEST FOR PROPOSALS – SELECTING A FIRM THROUGH CQ

### **Request for Proposals – Selecting a Firm through CQ**

Date \_\_\_\_\_

To

\_\_\_\_\_

\_\_\_\_\_

1. The \_\_\_\_\_ (hereinafter referred to as the “Client”) invites you to submit a combined technical and financial proposals to provide the following consulting services: \_\_\_\_\_. More details of the services are provided in the attached Terms of Reference.
2. Please submit your technical and financial proposals in accordance with the attached forms. Your proposals will be subject to negotiation between your authorized representative and the Client and may result in a contract. A draft contract is also attached.
3. Your technical and financial proposals should be submitted at the following address, not later than \_\_\_\_\_ 2005.
4. Please confirm receipt of this invitation by fax and that you will submit the proposals as requested

Sincerely

(Client’s authorized representative)

## TECHNICAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_ *[Date]*

To:

\_\_\_\_\_

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for implementation of the assignment as described in the attached terms of reference and in accordance with your Request for Proposal dated [.....] and our proposals. We are hereby submitting our technical and financial proposals for the proposed services.

Our proposals are binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Entity:

## **ENTITY'S REFERENCES**

### **Relevant Services Carried Out in the Last Three Years that Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your entity, either individually as a corporate entity or within an association, was legally contracted.

Assignment Name:

---

---

• Location:

---

---

Name of Client:

---

---

Address and telephone:

---

---

---

---

---

---

---

---

Professional Staff Provided by Your Entity  
(profiles):

---

Nº of Staff-Months:

• 

---

Approx. Value of Services  
(in USD/or respective currency)

Entity's Name:

## Sample Format of Curriculum Vitae (CV)

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

### Key Qualifications:

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

\_\_\_\_\_

### Education:

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

\_\_\_\_\_

### Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

\_\_\_\_\_

### Languages:

*[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

---

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member and authorized representative of the firm]*

*Day/Month/Year*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

### Cost Estimate of Services and Schedule of Rates

(1) Remuneration

<i>Name</i>	<i>Rate (per working day)</i>	<i>Time spent (number of working days)</i>	<i>Total (currency)</i>
			<b>Sub-Total (1)</b>

(2) Reimbursables<sup>1</sup>

	<i>Rate</i>	<i>Calendar days</i>	<i>Total</i>
(a) International Travel			
(b) Local Transportation			
(c) Interpreter/Translation			
(d) Per Diem			
			<b>Sub-total (2)</b>

TOTAL COST \_\_\_\_\_

CONTRACT CEILING \_\_\_\_\_

<sup>1</sup> To include expenses for international travel, local transportation, interpretation/translation, per diem, visas, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts; except for per diem (which is fixed and includes cost of housing, meals and subsistence for the period spent in the country).



**TERMS OF REFERENCE (TORS)**  
**(ATTACH)**

**MAIN SECTIONS OF THE TORS INCLUDE:**

- 1. BACKGROUND INFORMATION ON THE PROJECT**
- 2. OBJECTIVE(S) OF THE ASSIGNMENT**
- 3. SCOPE OF WORK**
- 4. EXPECTED OUTCOMES**
- 5. QUALIFICATION REQUIREMENTS AND BASIS FOR EVALUATION (EVALUATION CRITERIA)**
- 6. DURATION OF THE ASSIGNMENT AND ESTIMATED TIME INPUT**
- 7. REPORTING REQUIREMENTS**

### **Sample Format of Curriculum Vitae (CV)**

Assignment Title: \_\_\_\_\_

\_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

Key Qualifications:

*[Give an outline of consultant's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by consultant on relevant previous assignments and give dates and locations. Use about half a page.]*

\_\_\_\_\_

#### **Education:**

*[Summarize college/university and other specialized education of consultant, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

\_\_\_\_\_

#### **Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by consultant since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

\_\_\_\_\_

#### **Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

\_\_\_\_\_

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of consultant]*

*Day/Month/Year*

Full name of consultant: \_\_\_\_\_

**ANNEX 24 - SAMPLE CONTRACT FOR CONSULTING SERVICES, SMALL ASSIGNMENTS,  
TIME-BASED PAYMENTS**

**SAMPLE CONTRACT FOR CONSULTING SERVICES**

**SMALL ASSIGNMENTS - Firm**

**LUMP-SUM PAYMENTS**

**(IBRD/IDA FINANCED)**

**CONTRACT No. *[insert]***

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*<sup>1</sup>.

WHEREAS, the Client wishes to have the Consultant perform 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 personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

- 2. Term**

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, 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 *[insert amount]*. 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.

---

<sup>1</sup> Avoid use of "P.O. Box" address

B. Schedule of Payments

The schedule of payments is specified below<sup>2</sup>:

*[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency]*

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

**4. Project Administration**

A. Coordinator.

The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance Standards**

e Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Inspections and Auditing**

e 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 s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

**7. Confidentiality**

e 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.

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<sup>2</sup> Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

- 8. Ownership of Material** y 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** e 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** e Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** e Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** e Contract shall be governed by the laws of *[insert government]*, and the language of the Contract shall be<sup>4</sup> *[insert language]*
- 13. Dispute Resolution<sup>5</sup>** y dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 14. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after 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

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

in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.

- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

## 15. Conflict of Interest

.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

15.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

**a. Conflicting activities**

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

**b. Conflicting assignments**

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment

that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

**c. Conflicting relationships**

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

**16. Corrupt and Fraudulent Practices**

16.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1.

16.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

**17. Eligibility**

.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as



established by the Bank in the Applicable Guidelines.

17.3 As an exception to the foregoing Clauses 17.1 and 17.2 above:

**a. Sanctions**

17.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 16.1 or in accordance with “Anti-Corruption Guidelines” shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address: [www.worldbank.org/debarr](http://www.worldbank.org/debarr).

**b. Prohibitions**

17.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible:

- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**c. Restrictions for Government-owned Enterprises**

17.3.3 Government-owned enterprises or institutions in the Borrower’s country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government;

it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

**d. Restrictions for public employees**

17.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

- (i) are on leave of absence without pay, or have resigned or retired;
- (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

- (iii) their hiring would not create a conflict of interest.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Attachment 1. Bank Policy – Corrupt and Fraudulent Practices

(this Attachment shall not be modified)

### **Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 and Revised July 2014:**

#### **“Fraud and Corruption**

1.23 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:

- (vi) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>6</sup>;
- (vii) “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>7</sup>;
- (viii) “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>8</sup>;

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<sup>6</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>7</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>8</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.

(ix) “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>9</sup>;

(x) “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 competing for the contract in question;
- (c) will declare misprocurement 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>10</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>11</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>9</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

<sup>10</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>11</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

Annex B: Consultant's Personnel and corresponding unit rates

Annex C: Consultant's Reporting Obligations

### SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS LUMP-SUM PAYMENTS (INDIVIDUAL CONSULTANT) (IBRD/IDA FINANCED)

CONTRACT No. *[insert]*

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*<sup>1</sup>.

WHEREAS, the Client wishes to have the Consultant perform 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 submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."
- 2. Term**

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

---

<sup>1</sup> Avoid use of "P.O. Box" address

### 3. Payment

#### A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. 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.

#### B. Schedule of Payments

The schedule of payments is specified below<sup>2</sup>:

*[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency]*

#### C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

### 4. Project Administration

#### A. Coordinator.

The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

#### B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

### 5. Performance Standards

e Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

e Consultant shall 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

### 6. Inspections and Auditing

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<sup>2</sup> Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

- 7. Confidentiality** e 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** y 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** e 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** e Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** e Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** e Contract shall be governed by the laws of *[insert government]*, and the language of the Contract shall be<sup>4</sup> *[insert language]*
- 13. Dispute Resolution<sup>5</sup>** y dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 14. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being

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

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.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

## 15. Conflict of Interest

.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

15.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

### a. Conflicting activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.



- b. **Conflicting assignments**
      - (ii) Conflict among consulting assignments: a Consultant or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
    - c. **Conflicting relationships**
      - (iii) Relationship with the Client's staff: a Consultant that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

**16. Corrupt and Fraudulent Practices** 16.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1.

16.2 In further pursuance of this policy, Consultant shall permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

**17. Eligibility** .1 The Bank permits consultants from all countries to offer consulting services for Bank-financed projects.

.2 As an exception to the foregoing Clause 17.1 above:

**a. Sanctions** 17.2.1 An individual sanctioned by the Bank in accordance with the above Clause 16.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or

otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address: [www.worldbank.org/debarr](http://www.worldbank.org/debarr).

**b. Prohibitions**

17.2.2 Firms and individuals of a country or goods manufactured in a country may be ineligible:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**c. Restrictions for public employees**

17.2.3 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

- (i) are on leave of absence without pay, or have resigned or retired;
- (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring
  - (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a

year or more prior to being included in  
Consultant's Proposal.; and

(iii) their hiring would not create a conflict of  
interest.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT 1. Bank Policy – Corrupt and Fraudulent Practices

(this Attachment shall not be modified)

### **Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 and Revised July 2014:**

#### **“Fraud and Corruption**

1.23 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 the actions of another party<sup>6</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>7</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>8</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>9</sup>;

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<sup>6</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>7</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>8</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>9</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

(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 competing for the contract in question;
- (c) will declare misprocurement 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>10</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>11</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>10</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>11</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

Annex B: Consultant's corresponding unit rates

Annex C: Consultant's Reporting Obligations

**ANNEX 25: SAMPLE CONTRACT FOR CONSULTING SERVICES, SMALL ASSIGNMENTS, LUMP-SUM PAYMENTS**

**SAMPLE CONTRACT FOR CONSULTING SERVICES**

**SMALL ASSIGNMENTS - Firm**

**TIME-BASED PAYMENTS**

**(IBRD/IDA FINANCED)**

**CONTRACT No. *[insert]***

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address<sup>42</sup>]*.

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* 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 *[insert ceiling amount]*. This amount has been established based on the understanding that it includes

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<sup>42</sup> Avoid use of "P.O. Box" address

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 spent<sup>1</sup> (~~or~~ per day spent ~~or~~ per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

C. Reimbursables

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 less than first 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.<sup>2</sup>

D. Payment Conditions

Payment shall be made in *[specify currency]* not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

**4. Project Administration**

A. Coordinator

The Client designates Mr./Ms. *[insert name and job title]* 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

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<sup>1</sup> Select the applicable rate and delete the others.

<sup>2</sup> Specific expenses can be added as an item (iii) in paragraph 3.C.



During the course of their work under this Contract, including field work, the Consultant's employees 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.

C. Records and Accounts

The Consultant shall keep, and shall cause its Sub-Consultants to 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.

- |  |  |
|--|--|
| <b>5. Performance Standard</b>                               | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.  |
| <b>6. Inspections and Auditing</b>                           | 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. |
| <b>7. Confidentiality</b>                                    | 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.  |
| <b>8. Ownership of Material</b>                              | 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>  |
| <b>9. Consultant Not to be Engaged in Certain Activities</b> | 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.  |

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

- 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 *[insert government]*, and the language of the Contract shall be<sup>4</sup> *[insert language]*.
- 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. 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.
  - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 15. Conflict of Interest** .1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

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<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."

.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

15.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

- a. **Conflicting activities**
  - (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- b. **Conflicting assignments**
  - (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
- c. **Conflicting relationships**
  - (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

## **16. Corrupt and Fraudulent Practices**

16.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1.

16.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

- 17. Eligibility**
- .1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.
- .2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.
- 17.4 As an exception to the foregoing Clauses 17.1 and 17.2 above:
- a. Sanctions**
- 17.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 16.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address: [www.worldbank.org/debarr](http://www.worldbank.org/debarr).
- b. Prohibitions**
- 17.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible:
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- c. Restrictions for Government-owned Enterprises**
- 17.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client
- To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

**d. Restrictions for public employees**

17.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

- (i) are on leave of absence without pay, or have resigned or retired;
- (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

- (iii) their hiring would not create a conflict of interest.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment 1. Bank Policy – Corrupt and Fraudulent Practices

(this Attachment shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 and Revised July 2014:

## “Fraud and Corruption

1.23 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:

- (vi) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>43</sup>;
- (vii) “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>44</sup>;
- (viii) “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>45</sup>;
- (ix) “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>46</sup>;
- (x) “obstructive practice” is

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<sup>43</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>44</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>45</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>46</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

- (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 competing for the contract in question;
- (c) will declare misprocurement 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>47</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>48</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

## LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

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<sup>47</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>48</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.

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates



## ANNEX C

### Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration of Staff

	Name	Rate (per month/day/ hour in currency)	Time spent (number of month/day/hour )	Total (currency)
(a) Team Leader				
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables<sup>6</sup>

	Rate	Days	Total
(a) International Travel			
(b) Local Transportation			
(c) Per Diem			
			Sub-total (2)

TOTAL COST \_\_\_\_\_

Physical Contingency<sup>7</sup> \_\_\_\_\_

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<sup>6</sup> To include expenses for international travel, local transportation, per diem, communications, reporting costs, visas, inoculations, routine medical examinations, portage fees, in-and-out expenses, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts; except for per diem (which is fixed and includes housing and \_\_\_\_\_ expenses).

<sup>7</sup> From 0 to 15 percent of total cost; use of contingency requires prior approval of the Client.

CONTRACT CEILING \_\_\_\_\_

**SAMPLE CONTRACT FOR CONSULTING SERVICES  
SMALL ASSIGNMENTS  
TIME-BASED PAYMENTS (INDIVIDUAL CONSULTANT)  
(IBRD/IDA FINANCED)**

**CONTRACT No. *[insert]***

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address<sup>49</sup>]*.

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 *[insert start date]* and continuing through *[insert completion date]* 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 *[insert ceiling amount]*. 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

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<sup>49</sup> Avoid use of "P.O. Box" address

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 spent<sup>1</sup> (**or** per day spent **or** per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services and Schedule of Rates."

C. Reimbursables

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 less than first 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.<sup>2</sup>

D. Payment Conditions

Payment shall be made in *[specify currency]* not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

**4. Project Administration**

A. Coordinator

The Client designates Mr./Ms. *[insert name and job title]* 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

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<sup>1</sup> Select the applicable rate and delete the others.

<sup>2</sup> Specific expenses can be added as an item (iii) in paragraph 3.C.

During the course of their work under this Contract, including field work, the Consultant 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.

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.

- |  |   |
|--|---|
| <b>5. Performance Standard</b>                               | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.  |
| <b>6. Inspections and Auditing</b>                           | The Consultant shall 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. |
| <b>7. Confidentiality</b>                                    | 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.   |
| <b>8. Ownership of Material</b>                              | 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>   |
| <b>9. Consultant Not to be Engaged in Certain Activities</b> | 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.   |

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

- 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 *[insert government]*, and the language of the Contract shall be<sup>4</sup> *[insert language]*.
- 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. 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.
  - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 15. Conflict of** 1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the

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<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."

## Interest

Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

15.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

**a. Conflicting activities**

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

**b. Conflicting assignments**

(ii) Conflict among consulting assignments: a Consultant or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

**c. Conflicting relationships**

(iii) Relationship with the Client's staff: a Consultant that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or

of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

**16. Corrupt and Fraudulent Practices**

16.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1.

16.2 In further pursuance of this policy, Consultant shall permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

**17. Eligibility**

.1 The Bank permits consultants from all countries to offer consulting services for Bank-financed projects.

.2 As an exception to the foregoing Clause 17.1 above:

**a. Sanctions**

17.2.1 An individual sanctioned by the Bank in accordance with the above Clause 16.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address: [www.worldbank.org/debarr](http://www.worldbank.org/debarr).

**b. Prohibitions**

17.2.2 Firms and individuals of a country or goods manufactured in a country may be ineligible:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**c. Restrictions for public employees**

17.2.3 Government officials and civil servants of the Borrower's country are not eligible unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

- (i) are on leave of absence without pay, or have resigned or retired;
- (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

- (iii) their hiring would not create a conflict of interest.



FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT 1. Bank Policy – Corrupt and Fraudulent Practices

(this Attachment shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 and Revised July 2014:

### “Fraud and Corruption

1.23 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:

- (xi) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>50</sup>;
- (xii) “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>51</sup>;
- (xiii) “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>52</sup>;

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<sup>50</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>51</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>52</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.

- (xiv) “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>53</sup>;
- (xv) “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 competing for the contract in question;
- (c) will declare misprocurement 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>54</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>55</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>53</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

<sup>54</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>55</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

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services and Schedule of Rates

## ANNEX C

### Cost Estimate of Services and Schedule of Rates

(1) Remuneration

(2) Reimbursables<sup>6</sup>

	Rate	Days	Total
(a) International Travel			
(b) Local Transportation			
(c) Per Diem			
			Sub-total (2)

TOTAL COST \_\_\_\_\_

Physical Contingency<sup>7</sup> \_\_\_\_\_

CONTRACT CEILING \_\_\_\_\_

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<sup>6</sup> To include expenses for international travel, local transportation, per diem, communications, reporting costs, visas, inoculations, routine medical examinations, portage fees, in-and-out expenses, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts; except for per diem (which is fixed and includes housing and \_\_\_\_\_ expenses).

<sup>7</sup> From 0 to 15 percent of total cost; use of contingency requires prior approval of the Client.

**ANNEX 26: EVALUATION REPORT - SELECTION OF CONSULTING SERVICES,  
INDIVIDUAL CONSULTANT**

**Evaluation Report - Selection of Consulting Services, Individual Consultant**

Country. Project Title:

Loan/Credit/Grant Number:

Date\_\_\_\_\_

1. Implementing Agency \_\_\_\_\_(address, telephone/Fax No)
2. Name of consulting assignment:
3. Package Number (as per Procurement Plan):
4. Total Estimated Cost of Assignment: (Include fees, incidentals, travel costs, etc.)
5. Period of the Assignment:
6. Date of Issue of the LOI Or Request to Express Interest:
7. Name of individual consultants invited (list also those who expressed interest in response to advertisements and/or GPN, if there was an invitation issued):
8. Evaluation Criteria basis:
  - I. General Qualifications -.....points
    - -----
    - -----
  - II. Adequacy for the Project -..... points
    - -----
    - -----
    - -----
  - III. Language and Relevant Experience -----points
    - -----
    - -----
    - -----
9. Deadline for submission of CVs:
10. Name of consultants who expressed interest and submitted CVs:

11. Members of Evaluation Committee: (Name and Position of each member)
12. Consultants included on the Short List: (include at least three)
11. Results of evaluation of CVs with respect to TOR and other evaluation criteria/requirements)

Name of Short Listed consultant	Strengths	Weaknesses
1		
2		
3		

14. Based on the substantial responsiveness of the best evaluated CV with respect to compliance with technical and other related aspects specified in the TORs the following award of contract is recommended:

Name of the Selected Individual Consultant:

Contract Price: to be negotiated

Period of Consulting/Services: to be negotiated

Complaints, if any: \_\_\_\_\_

**Signature of the Chairperson of the Evaluation Committee:** \_\_\_\_\_

EVALUATION SHEET	Age	General Qualification (---Points)		Adequacy for Project (---Points)		Language and Experience (---Points)		Staff Rating
		Rating* (A)	(A) x (Points) (B)	Rating* (C)	(C) x (Points) (D)	Rating* (E)	(E) x (Points) (F)	(B) + (D) + (F) (G)
Consultant Names								

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\* Footnote:

Rating: Highly Satisfactory 100% (or 1.0)

Satisfactory – 90% (or 0.9)

Good – 80% (or 0.8)

Poor – 60% (or 0.6)

Unsatisfactory – 50% (or 0.5)



## **ANNEX 27: TERMS OF REFERENCE – PROJECT MANAGER**

**The Aga Khan Foundation (AKF)** is a private, international, non-denominational and not-for-profit organization established in 1967 in Switzerland by his Highness the Aga Khan. The Foundation seeks to develop and promote creative solutions to long-standing global challenges including poverty, hunger, illiteracy and disease. Through its local partner, the Public Foundation Kyrgyzstan Mountain Societies Development Support Programme, AKF implements a range of integrated interventions in rural development, education, and health, which are implemented in collaboration with and between community-based groups and local government authorities. AKF is active in five oblasts in the Kyrgyz Republic, covering a total population of more than 520,000 people. For more information, please refer to [www.akdn.org](http://www.akdn.org)

**AKF** will provide a **Project Manager** from its own staff to support the improvement in the performance and accountability of primary and secondary schools through a piloting approach that focuses on stimulating community awareness and engagement, and parent-school interaction, for improved student performance in selected poorest districts of the Kyrgyz Republic.

**Duty Station:** Bishkek City, Kyrgyzstan

### **Duties and Accountabilities:**

- Leadership over the project, ensuring a timely, efficient and effective delivery of activities in line with the timeframe and work plan, setting priorities and direction, maintain and value team spirit
- Develop and nurture relationships with the stakeholders/partners/government institutions within the project, region and at national level
- Ensure effective project financial management and implementation, as well as conduct regular monitoring of progress made towards the objectives and indicators set in the project through the organization of regular management meetings and field visits
- Prepare accurate and comprehensive reports on the project progress as per donor requirements and maintain communication with the donor on issues related to the implementation and management of the project
- Conduct field visits and spot checks, identify training needs for the project team and partner organizations essential for the implementation of the project activities and support skill development as required

### **Required Qualifications and Experience:**

- Master Degree in Social Science/Management/Governance
- At least 5 years of experience and proven background in development management and programming
- Familiar with the WB requirements for projects implementations and reporting
- Previous experience on managing small scaled grants to community based organizations
- Good knowledge of BoTs law and its structure/operation guidance in schools, developing training modules
- Solid understanding on social accountability tools including community scorecards, social audit, budget hearings is preferable
- Good knowledge of education and local government system in KR
- Excellent report writing capacity and computer literacy
- Excellent communication skills with a high level of written and spoken English, Kyrgyz and Russian

Interested candidates should submit their CV, motivation letter and 2 references in English and Russian by

February 12, 2017 to [akf.hr.kg@akdn.org](mailto:akf.hr.kg@akdn.org)

*Only shortlisted candidates will be contacted and invited for the interview.*

## **ANNEX 28: TERMS OF REFERENCE – REGIONAL COORDINATORS**

**The Aga Khan Foundation (AKF)** is a private, international, non-denominational and not-for-profit organization established in 1967 in Switzerland by his Highness the Aga Khan. The Foundation seeks to develop and promote creative solutions to long-standing global challenges including poverty, hunger, illiteracy and disease. Through its local partner, the Public Foundation Kyrgyzstan Mountain Societies Development Support Programme, AKF implements a range of integrated interventions in rural development, education, and health, which are implemented in collaboration with and between community-based groups and local government authorities. AKF is active in five oblasts in the Kyrgyz Republic, covering a total population of more than 520,000 people. For more information, please refer to [www.akdn.org](http://www.akdn.org)

**AKF** is looking for a **Regional Coordinator (2 positions)** for an anticipated project to support improvement in the performance and accountability of primary and secondary schools through a piloting approach that focuses on stimulating community awareness and engagement, and parent-school interaction, for improved student performance in selected poorest districts of the Kyrgyz Republic.

**Duty Station:** Bishkek and Osh, Kyrgyzstan

### **Duties and Accountabilities:**

- Provide overall technical and administrative support to Area Coordinators to ensure efficient project performance
- Monitor the implementation of key activities and conduct reflection meetings with local staff after each major event (e.g., training, social contract and community scorecard activities)
- Monitor, identify and report key project challenges to the Project Manager and play an active role in their resolution in coordination with key project stakeholders
- Facilitate meetings and workshops in coordination with the Project Manager
- Collect and submit accurate and timely data and activity progress information to the Project Manager for consolidation of progress reports
- Conduct field visits and spot checks, identify training needs for the project team and partner organisations essential for the implementation of the project activities and support skill development as required

### **Required Qualifications and Experience:**

- Master Degree in Social Science/Management/Governance
- At least 5 years of experience in monitoring, implementing and/or coordinating programmatic components
- Good knowledge of BoTs law and its structure/operation guidance in schools, developing training modules
- Understanding on social accountability tools including community scorecards, social audit, budget hearings is preferable
- Good knowledge of education and local government system in KR
- Effective interpersonal, management and negotiation skills proven through successful interaction with stakeholders, including senior government officials, regional/local authorities, experts and NGOs/communities
- Excellent report writing capacity and computer literacy
- Flexibility to travel and ability to work in a diversified team environment

- Excellent communication skills with a high level of written and spoken English, Kyrgyz and Russian

Interested candidates should submit their CV, motivation letter and 2 references in English and Russian by February 12, 2017 to [akf.hr.kg@akdn.org](mailto:akf.hr.kg@akdn.org)

*Only shortlisted candidates will be contacted and invited for the interview.*

## **ANNEX 29: TERMS OF REFERENCE – AREA COORDINATORS**

**The Aga Khan Foundation (AKF)** is a private, international, non-denominational and not-for-profit organization established in 1967 in Switzerland by his Highness the Aga Khan. The Foundation seeks to develop and promote creative solutions to long-standing global challenges including poverty, hunger, illiteracy and disease. Through its local partner, the Public Foundation Kyrgyzstan Mountain Societies Development Support Programme, AKF implements a range of integrated interventions in rural development, education, and health, which are implemented in collaboration with and between community-based groups and local government authorities. AKF is active in five oblasts in the Kyrgyz Republic, covering a total population of more than 520,000 people. For more information, please refer to [www.akdn.org](http://www.akdn.org)

**AKF** is looking for a **Area Coordinator (3 positions)** for an anticipated project to support improvement in the performance and accountability of primary and secondary schools through a piloting approach that focuses on stimulating community awareness and engagement, and parent-school interaction, for improved student performance in selected poorest districts of the Kyrgyz Republic.

**Duty Station:** Bishkek, Osh and Naryn City

### **Duties and Accountabilities:**

- Work closely with the community, rayon education department and school director/administration
- In close collaboration with the Regional Coordinator and Project Manager develop quarterly project implementation work plans and ensure that approved plans
- Prepare reports on success stories and lessons learnt from the field
- Participate in the field missions and provide overall support in terms of organization, logistics and translation service as required
- Facilitate correspondence with relevant government offices on project related issues
- Create/maintain partnerships with project partners, local authorities and stakeholders
- Prepare quarterly progress report for the Regional Coordinators

### **Required Qualifications and Experience:**

- University Degree in Social Science/Management/Governance
- At least 3 years of experience in monitoring and implementing the programmatic components
- Good knowledge of BoTs law and its structure/operation guidance in schools, developing training modules
- Understanding on social accountability tools including community scorecards, social audit, budget hearings is preferable
- Good knowledge of education and local government system in KR
- Effective interpersonal and negotiation skills proven through successful interaction with stakeholders, including government officials, regional/local authorities, experts and NGOs/communities
- Excellent report writing capacity and computer literacy
- Flexibility to travel and ability to work in a diversified team environment
- Excellent communication skills with a high level of written and spoken English, Kyrgyz and Russian

Interested candidates should submit their CV, motivation letter and 2 references in English and Russian by February 12, 2017 to [akf.hr.kg@akdn.org](mailto:akf.hr.kg@akdn.org)

*Only shortlisted candidates will be contacted and invited for the interview.*

## ANNEX 30: SAMPLE TERMS OF REFERENCE – AUDIT FOR THE JSDF PROJECT

### Background [OPTIONAL]

*The TOR should provide appropriate background information of the project, including:*

- (a) a brief description of the project including information on project sources of funding;*
- (b) a general description of implementation arrangements, including the organizational structure of all implementing entities (if more than one);*
- (c) list the source and total amount of funds for the period subject to audit under this TOR (Bank's loan/credit, trust funds, counterpart funds, etc).*

### Objective

The objective of the audit of the project financial statements (PFS) is to enable the auditor to express a professional opinion on the project's financial position as at the end of [AUDIT REFERENCE DATE] and of the income and expenditure for the accounting period ending on that date. The project's books of account provide the basis for preparation of the financial statements and are established to reflect the financial transactions in respect of the project.

### Responsibility for preparation of financial statements

The responsibility for the preparation of financial statements including adequate disclosure is that of the project's management. This includes the maintenance of adequate accounting records and internal controls, the selection and application of accounting policies, and the safeguarding of the assets of the project. As part of the audit process, the auditor will request from management written confirmation concerning representations made to us in connection with the audit.

### Scope

The audit will be conducted in accordance with [International Standards on Auditing](#) (ISA) published by the International Auditing and Assurance Standards Board of the International Federation of Accountants (IFAC). Those Standards require that the auditor plans and performs the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In complying with ISA, the auditor is expected to pay particular attention to the following matters, including special considerations for public sector entities:

- a) In planning and performing the audit to reduce audit risk to an acceptably low level, the auditor should consider the risks of material misstatements in the financial statements due to fraud as required by [International Standard on Auditing 240: The Auditor's Responsibilities Relating to Fraud in an Audit of Financial Statements](#).
- b) When designing and performing audit procedures and in evaluating and reporting the results thereof, the auditor should recognize that noncompliance by the entity with laws and regulations may materially affect the financial statements as required by [International Standard on Auditing 250: Consideration of Laws and Regulations in an Audit of Financial Statements](#).
- c) The auditor should communicate audit matters of governance interest arising from the audit of financial statements to those charged with governance of an entity as required by [International Standard on Auditing 260: Communication of Audit Matters with those Charged with Governance](#).
- d) The auditor should communicate appropriately to those charged with governance and management deficiencies in internal control that the auditor has identified in an audit of financial statements as required by [International Standard on Auditing 265: Communicating Deficiencies in Internal Control to Those Charged with Governance and Management](#).
- e) In order to reduce audit risk to an acceptably low level, the auditor should determine overall responses to assessed risks at the financial statement level, and should design and perform further audit procedures to respond to assessed risks at the assertion level as required by [International Standard on Auditing 330: The Auditor's Procedures in Response to Assessed Risks](#).

- f) In instances where certain aspects of an entity's operations are performed by a third party service provider, the auditor is expected to include an understanding and assessment of the internal control environment of the service provider during the audit process as required by [International Standard on Auditing 402: Audit Considerations Relating to an Entity Using a Service Organization](#).
- g) As part of the audit process, the auditor is expected to obtain written representations from management and, where appropriate, those charged with governance as required by [International Standard on Auditing 580: Written Representations](#).

In evidencing compliance with agreed project financing arrangements the auditor is expected to carry out tests to confirm that:

- a) External funds have been used in accordance with the conditions of the relevant general conditions, relevant financing agreements, with due attention to economy and efficiency, and only for the purposes for which the financing was provided. Relevant general conditions and financing agreements are **[CITE RELEVANT GENERAL CONDITIONS AND FINANCING AGREEMENTS]**;
- b) Counterpart funds have been provided and used in accordance with the relevant general conditions, relevant financing agreements, and only for the purposes for which they were provided;
- c) Goods and services financed have been procured in accordance with the relevant general conditions and relevant financing agreements<sup>56</sup>, including specific provisions of the World Bank Procurement Guidelines<sup>57</sup>;
- d) Necessary supporting documents, records, and accounts have been kept in respect of all Project ventures including expenditures reported via Summary Report or Statements of Expenditures (SOEs), or Designated Accounts (DAs). The auditor is expected to verify that respective reports issued during the period were in agreement with the underlying books of account;
- e) Where Designated Accounts have been used, they have been maintained in accordance with the provisions of the relevant general conditions and relevant financing agreements;
- f) Review the compliance on each of the financial covenants in the **[STATE SPECIFIC SECTION OF LOAN/FINANCING AGREEMENT and list, as necessary]**.

#### **Extended Scope**

The auditor should examine Micro-Grant projects for compliance with eligibility and selection criteria and procedures and requirements set forth in the Micro-Grants Manual and other relevant documents, with particular attention to eligibility of expenditures. The auditor is expected to:

- (a) Review the procedures used to control the funds, including matching contributions as applicable. Review the bank accounts and the controls on those bank accounts. Perform positive confirmation of balances, as necessary.
- (b) Select a representative sample of subproject expenditures (to be no less than 10% of all Micro-grant projects) and carry out the following detailed tests:
  - (i) Determine whether expenditures were justified with documentation, including reconciliations of funds advanced, disbursed, and available. The auditor must ensure that all funding received by the recipient were appropriately recorded in the recipient's accounting records and that those records were periodically reconciled with information maintained in the main project records.
  - (ii) Review goods and works procured to determine whether they exist or were used for their intended purposes in accordance with the terms of funding agreement, and whether control procedures exist and have been placed in operation to adequately safeguard them. As part of the procedures to determine if they were used for intended purposes, the auditors should perform end-use reviews

<sup>56</sup> Depending on the complexity of procurement activities, the auditor may consider involving technical experts during the audit engagement. In cases where such experts are involved, the auditor is expected to comply with provisions of [International Standard on Auditing 620: Using the Work of an Expert](#). Consideration to use of the work of experts should be brought to the early attention of the borrower and the World Bank for mutual agreement and appropriate guidance.

<sup>57</sup> See [Guidelines: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants - January 2011](#) and [Guidelines: Selection and Employment of Consultants under IBRD Loans & IDA Credits & Grants by World Bank Borrowers - January 2011](#).

for an appropriate sample of all items based on the control risk assessment. End-use reviews may include site visits to verify their existence or their use for their intended purposes in accordance with the objectives of the project. Questionable items must be quantified and reported.

- (iii) Review technical assistance and services procured to determine whether they were used for intended purposes in accordance with the terms of funding agreement. The cost of technical assistance and services not properly used in accordance with terms of funding agreement must be quantified and reported.
- (c) As part of the procedures to determine if funds provided were used for intended purposes, the auditor should visit project activities to perform end-use reviews<sup>56</sup> for an appropriate sample based on the control risk assessment.

### **Project Financial Statements**

The Project Financial Statements should include as a minimum the information required by the IPSAS “Financial Reporting Under The Cash Basis of Accounting” issued by the International Public Sector Accounting Standards Board (the IPSASB) of the International Federation of Accountants (IFAC). These would include

- (v) A Summary of Funds received, showing the World Bank, Project funds from other donors, and counterpart funds separately.
- (vi) A Summary of Expenditures paid in cash, shown under the main project headings and by main categories of expenditures, both for the current fiscal year and accumulated to-date;
- e) Accounting policies and explanatory notes<sup>58</sup> (including additional accounting policies and disclosures), covering
  - a Summary of Summary Reports or SOEs used as the basis for the submission of withdrawal applications in the notes, as appropriate;
  - a Statement of Designated Account in the notes, as appropriate;
  - a Statement of Financial Position showing Accumulated Funds of the Project, bank balances, other assets of the Project, and liabilities, if any; and
- (viii) When the entity makes publicly available its approved budget, a comparison of budget and actual amounts either as a separate additional financial statement or as a budget column in the statement of cash receipts and payments.

### **Summary Reports or Statement of Expenditures**

The auditor is required to audit all Summary Reports or SOEs submitted to the World Bank in support of requests for periodic replenishment of the project designated account(s).

Expenditures should be examined for eligibility based on criteria defined in the terms of the financing agreement and detailed in the Project Appraisal Document. Where ineligible expenditures are identified as having been included in withdrawal applications and reimbursed, they should be separately reported.

The Project Financial Statements should include a schedule listing of individual Summary Reports or SOEs withdrawal applications by specific reference number and amount.

The auditor should pay particular attention as to whether:

- a) the Summary Reports or SOEs have been prepared in accordance with the provisions of the relevant financing agreement.
- b) expenditures have been made wholly and necessarily for the realization of project objectives.
- c) information and explanation necessary for the purpose of the audit have been obtained;
- d) supporting records and documents necessary for the purpose of the audit have been retained, and
- e) the Summary Reports or SOEs can be relied upon to support the related withdrawal applications.

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<sup>58</sup> The explanatory notes should include reconciliation between the amounts shown as "received by the project from the World Bank" and that disbursed by the Bank and a summary of movements on the project's Designated Account.



### Designated Accounts

During the audit of the project financial statements, the auditor is required to review the activities of the project's designated account(s). Activities to be examined will include deposits received, payments made, interest earned and reconciliation of period-end balances.

The auditor should pay particular attention as to the compliance with the Bank's procedures and the balances of the Designated Accounts at the end of the fiscal year [OR PERIOD] and the adequacy of internal controls for this type of disbursement mechanism.

### Audit Reports

The auditors will issue an audit opinion on the Project Financial Statements.

In addition to the audit opinion, the auditor will prepare a "management letter," in which the auditor will:

- a) provide comments and observations on the accounting records, systems, and controls that were examined during the course of the audit;
- b) identify specific deficiencies and areas of weakness in systems and controls and make recommendation for their improvement;
- c) report on instances of non-compliance with the terms of the financial agreement(s);
- d) quantify and report expenditures that are considered to be ineligible and either paid out of the designated account(s) or which have been claimed from the World Bank;
- e) communicate matters that have come to their attention during the audit which might have a significant impact on the implementation of the project;
- f) bring to the borrower's attention any other matters that the auditor considers pertinent; and
- g) include management's comments in the final management letter.

If none of the above applies, and a management letter is therefore not prepared, the auditor will issue a letter stating that during the audit nothing has come to their attention that the auditor considers pertinent to be brought to the attention of the borrower. The financial statements, including the audit opinion, and management letter should be received by the Project implementing agency, no later than six months after the end of the audited fiscal year. The Project's implementing agency should then promptly forward two copies of these to the World Bank.

### Public Disclosure

In accordance with "The World Bank (the Bank) Policy on Access to Information" dated July 1, 2010 for Bank-financed operations for which the invitation to negotiate is issued on or after July 1, 2010, the Bank requires that the borrower makes the audited financial statements publically available in a timely fashion and manner acceptable to the Bank. **In addition**, following the Bank's formal receipt of these financial statements from the borrower, the Bank makes them available to the public in accordance with this policy.

Management Letters, special audits (i.e. whose nature is not financial), and unaudited financial statements (e.g. Interim Financial Reports) are not considered to be a part of the definition of the audited financial statements for the purposes of disclosure.

Only in exceptional cases the Bank may agree—i.e., when the audited financial statements contain proprietary or commercially sensitive information—that the borrower or designated project entity may be exempted from disclosing the full set of audited financial statements, but is still required to disclose an abridged version of them in a form acceptable to the Bank. Exceptions are approved by World Bank management.

### General

The responsibility for the preparation of financial statements including adequate disclosure is that of the management of the [PROJECT IMPLEMENTING AGENCY]. As part of the audit process, the auditor will request from management written confirmation concerning representations made to the auditor in connection with the audit.

The auditor is entitled to unlimited access to all information and explanations considered necessary to facilitate the audit including legal documents, project preparation and supervision reports, reports of reviews and investigations, correspondences, and credit account information. The auditor may also seek written confirmation of amounts disbursed and outstanding in the Bank records.

The auditor is encouraged to meet and discuss audit related matters including input to the audit plan with the World Bank project task team.

It is highly desirable that the auditor become familiar with the relevant World Bank guidelines, which explain the Bank's financial reporting and auditing requirements. These guidelines include:

- Reference Material to the Financial Management Manual for World Bank-Financed Investment Operations (March 2010): *RM 3 - Financial Reporting and Auditing*;
- [Disbursement Handbook for World Bank Clients](#), dated May 2006 (available on Client Connection web site);
- [Disbursement Guidelines for Projects](#), dated May 2006 (available on Client Connection web site).
- [Guidelines: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants - January 2011](#).
- [Guidelines: Selection and Employment of Consultants under IBRD Loans & IDA Credits & Grants by World Bank Borrowers - January 2011](#).

This term of engagement will remain effective for future fiscal years unless it is terminated, amended or superseded.

The auditor should understand that working papers under World Bank project can be subject to the review by Client's and/or World Bank designated staff.

## **ANNEX 31: MONITORING & EVALUATION PLAN**

[See Excel spreadsheet attached]

## **ANNEX 32: OPERATIONAL GUIDELINE FOR BOARDS OF TRUSTEES IN THE SCHOOLS OF KYRGYZSTAN**

Russian version



Last\_Руководство  
для ПС\_02.04.2018.1

Kyrgyz version



КК үчүн  
колдонмо\_кырг\_кон

## **ANNEX 33. TRAINING MATERIALS FOR TOT ON BOT GUIDELINE**



Раздаточный  
материал\_ToT по де

## **ANNEX 34. TRAINING PROGRAM FOR BOTS**



Тренинг-модуль ПС  
в школе\_final.docx

## **ANNEX 35: SCHOOL'S KEY PERFORMANCE STANDARDS DATASET**



School Performance  
Indicators.pptx

Annex 36: Guideline on sub-component a3:

## Guideline



**ON CITIZEN ENGAGEMENT PROCESS IN THE SCHOOLS OF KYRGYZSTAN**

Ready2Submit\_CE  
Guideline on Social C

## ANNEX 37: CHARTER OF ASSOCIATION OF BOTS (TEMPLATE)

**Approved:**  
At foundation meeting  
Minutes # 1  
Date « \_\_\_\_\_ » \_\_\_\_\_ 2019.

### CHARTER

#### *Public Association*

«Association of Boards of Trustees of \_\_\_\_\_  
(Name of Aiyl Aimak/Rayon)»

\_\_\_\_\_ -2019

#### 1. GENERAL PROVISIONS

1.1. The public association “Association of Boards of Trustees of \_\_\_\_\_ (Ayil Aimak/Rayon)”, hereinafter referred to as the “Association”, was created and operates in accordance with the Constitution of the Kyrgyz Republic, the Law of the Kyrgyz Republic “On the Boards of Trustees”, other normative legal acts of the Kyrgyz Republic, as well as norms of international law and this Charter.

1.2. The Association is a voluntary public, non-profit organization, acting on the basis of common interests of its members, to achieve socially useful goals and objectives in accordance with the charter.

1.3. The Association is a legal entity, has the appropriate rights and obligations in accordance with the current legislation of the Kyrgyz Republic: it may have stamp, seal, emblems, logo, registered in the prescribed manner, settlement and other accounts, including in foreign currency in banking and other credit institutions of the Kyrgyz Republic.

1.4. The Association has the right to engage in economic activities, including business activities without the distribution of profits among the initiators, founders, members, officials, other employees and members of government bodies. Such activities may include the production and sale of goods, the performance of work, the provision of services with the receipt of remuneration and other business activities.

1.5. The Association conducts its activities in cooperation and interaction with other associations, non-profit, state, municipal, commercial and international organizations, as well as individuals.

1.6. The Association carries out its activities throughout the territory of the Kyrgyz Republic.

1.7. Full company name:

- in the state language:

“ \_\_\_\_\_ ”; - in  
official language: Public Association “Association of Boards of Trustees of \_\_\_\_\_ Aiyl  
Aimak/Rayon”.

1.8. Abbreviated name:

- in the state language:

“ \_\_\_\_\_ ”;  
- in the official language: NGO "ABoT of \_\_\_\_\_ Aiyl Aimak/Rayon".

1.9 Legal address: \_\_\_\_\_ village/town, \_\_\_\_\_ oblast, Kyrgyz Republic,  
\_\_\_\_\_ district, \_\_\_\_\_ oblast.

1.10 The term of the Association is not limited.

#### 2. OBJECTIVES AND TYPES OF ACTIVITIES OF THE ASSOCIATION

2.1. The objectives of the Association:

- Coordination and assistance in improving the activities of the Trustees

councils in the schools of \_\_\_\_\_ Aiyl Aimak/Rayon (school \_\_\_\_\_),

school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_), by improving the regulatory framework, the effectiveness of interaction with government bodies local government, donor organizations, organizations civil society, investors, philanthropists and other citizens;

- charity;
- facilitating the creation and functioning of board of trustees in the schools of \_\_\_\_\_ Ayil Aymak/Rayon (school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_), propaganda of the tasks and goals of the board of trustees in the media;
- consolidation of public and state activities organizations, domestic and foreign citizens to attract material and other means to improve the activities in the schools of \_\_\_\_\_ Ayil Aymak/Rayon (school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_);
- Assistance in training personnel for board of trustees in the schools of \_\_\_\_\_ Ayil Aymak/Rayon (school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_) and rendering material, financial, informational, organizational and methodological assistance;
- conducting for members of board of trustees and other persons communicative, informational, advisory activities on capacity building on legal and other topics;
- representation of BoTs, trustees, Maecenas, benefactors, investors and other persons who have contributed to the development BoTs;

#### 1.1.

- the study and synthesis of public opinion on the activities in the schools of \_\_\_\_\_ Ayil Aymak/Rayon (school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_) and using the information obtained in order to improve their work and promote informing the public about the activities in the schools of \_\_\_\_\_ Ayil Aymak/Rayon (school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_);
- analysis of the effectiveness provided by the schools of \_\_\_\_\_ Ayil Aymak/Rayon (school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_) and making suggestions on their improvement;
- creation of conditions for identification, accumulation and distribution best practices of board of trustees.
- Assistance in solving existing problems of the schools of \_\_\_\_\_ Ayil Aymak/Rayon (school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_).

#### 2.2. To implement the Charter objectives listed in 2.1. the Association carries out the following activities:

- carrying out scientific and methodological, research, consulting, promotional works, as well as seminars, trainings, round tables, press conferences, public debates, thematic clubs and other similar events;
- creating your own training centers and organizing various courses on theoretical and practical training of those who wish;
- attracting funding and other assistance to support and develop Associations;
- organization of financing projects, programs in accordance with the statutory objectives of the Association;
- development of projects and programs aimed at supporting board of trustees - members of the Association and the schools of \_\_\_\_\_ Ayil Aymak/Rayon (school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_);
- publication of magazines, newsletters and other printed materials, organization and implementation of information dissemination in telecommunications networks (Internet and other information systems);



- interaction with domestic and foreign information agencies, departments, foundations, commercial organizations, interested in promoting the statutory goals of the activity Associations;
- participation in associations, foundations, associations with state and non-governmental information, scientific and commercial organizations;
- implementation in the prescribed manner of foreign economic participation in the financing and implementation of international programs and projects in accordance with the objectives of their activities;
- organization of exhibitions, trade shows, auctions, lotteries, concerts and other actions to finance their programs to this end, collect donations of a financial and non-financial nature;
- participation in cooperation, exchange of experience with domestic, foreign and international organizations, individuals, engaged in similar activities, the direction for this purpose in paid trips for internship and training their employees, as well as the reception of the above individuals and representatives the above organizations;
- implementation of production and business activities corresponding to the statutory goals of the Association;
- funding activities, projects and programs in accordance with the statutory goals of the Association;
- creation of creative teams, expert councils, commissions, including with the assistance of domestic and foreign specialists;
- expansion of international relations, strengthening peace of friendship between establishing and strengthening ties with similar associations of other states;
- other activities, including commercial, in the manner prescribed current legislation aimed at achieving statutory Association objectives.

2.3. All of the above activities are carried out in accordance with the current legislation of the Kyrgyz Republic. Certain activities, the list of which is determined by law. An association may be engaged only on the basis of special permission (licenses).

### 3. MEMBERSHIP IN THE ASSOCIATION

3.1. Members of the Association may be capable citizens of the Kyrgyz Republics who are members of the boards of trustees of the schools of \_\_\_\_\_ Ayil Aymak/Rayon (school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_, school \_\_\_\_\_).

3.2. The membership of Association is restricted to the member BoTs. Admission to the Association is carried out on the basis of a general statement signed by the majority of members of the BoT, Thus individual members represent their BoTs.

3.3. By decision of the Chairperson of the Association, provided it is duly approved in writing by the member BoTs. However, the total number of such 'nominated' should not be more than 1/3<sup>rd</sup> of total numbers of the BoTs who are members of the Association.

Other persons may also be admitted as members of the Board having social work experience, philanthropists, philanthropists, representatives of business circles, scientific and educational organizations, cultural and social institutions, non-governmental and international organizations, representatives of commercial and non-profit organizations, citizens of foreign States, as well as other individuals who support the objectives and subject matter activities of the Association, timely paying the established contributions.

3.4. Members of the Association do not retain the rights to them transferred to Association property, property and membership fees.

### 4. RIGHTS, RESPONSIBILITIES AND RESPONSIBILITY OF MEMBERS ASSOCIATIONS

4.1. A member of the Association has the right to elect and be elected to governing and auditing bodies Associations in accordance with this Statute;

- make proposals on the activities of the Association, discuss at meetings various issues of the work of the Association, its bodies and departments,
- Express ones opinion;
- to participate in the activities of the Association;
- receive information on the activities of the Association on the basis of a written request addressed to the Chairperson of the Association;
- take part in the activities of the Association;
- at its discretion, withdraw from the members of the Association;

- attend the General Meeting of Members, at which each member The association has one vote;
- receive, as far as possible, the Association's support in implementing proposed projects, programs and activities.

4.5. A member of the Association must:

- abide by the Articles of Association;
- implement the decisions of the bodies of the Association, taken as part of their competencies;
- participate in the activities of the Association;
- pay entrance and membership fees;
- refrain from any action (inaction) that could harm the activities of the Association;

4.6. A member of the Association is not entitled to transfer his rights and obligations to third parties.

4.7. Exclusion from the members of the Association may be made in According to this Charter, by the decision of the Chairperson of the Association, approved by the Board of the Association in the following cases:

- gross violation or non-compliance with the provisions of this Charter;
- systematic evasion of membership dues;
- the commission of offenses entailing criminal liability in according to the legislation of the Kyrgyz Republic;
- on their own.

4.8. In case of discrediting the Association, violation by a member of the Association their duties, social norms of conduct or the requirements of the Statutes, to It can be applied the following measures:

- announcement of the notice;
- issuing a warning;
- expulsion from the Association or removal from the position held in the Association.

4.9. A member of the Association may, in the prescribed manner, be rewarded for active work.

4.10. A member of the Association receives a membership card of the established form and has the right to wear the emblem, the badge of the Association.

## 5. GOVERNING BODIES OF THE ASSOCIATION

5.1. The management and control bodies of the Association are:

- The supreme governing body: General meeting of the members of the Association.
- Collective executive body: the Board of the Association consisting from an odd number and not more than seven members.
- Audit Authority: Auditor or Audit Commission.

The general meeting of the members of the Association (hereinafter referred to as the General Meeting) is held as necessary, but not less than once a year.

The general meeting may be convened on the initiative of:

- at least 1/3 of the members of the Association;
- by decision of the Board;
- by decision of the Chairperson of the Association;
- on the initiative of the Auditor (or the Audit Commission).

5.2. The exclusive competence of the general meeting of members of the Association includes:

- Amendments and additions to the charter;
- identification of priority areas of the Association's activities;
- the order of formation of the executive and control and auditing authorities;
- approval of the annual report on activities and annual balance sheet;
- The decision to establish branches and representative offices;
- election and release of the Chairperson, members of the Board;
- election and release (appointment and revocation) of the Auditor (members of the Audit Commission);
- hearing and approval of reports of the Board and the Auditor (Audit Commission);
- at the proposal of the Board, approval of the size of admission, membership and other fees;
- solving questions about the Association's entry into international associations, organizations and other legal entities of participation, as well as withdrawal from them;
- reorganization and liquidation of the Association in accordance with the legislation in force at the relevant time;
- solving other issues in accordance with this Charter and applicable law.

The supreme body of the public association is the General Assembly. An association that consists of all its members. The general meeting has a quorum if at least one third of its members participate in the decision.

Decisions are made by simple majority of votes present.

5.2.1. The exception is making decisions on the following issues:

- about modification and additions in the charter;
- on election and release of the Chairperson, members of the Board;
- on reorganization and liquidation of the Association, decisions on which 2/3 votes are taken, in the presence of at least 2/3 of the total members of the Association.

5.3. Between General Meetings, the management of Associations, coordination of the activities of its structural divisions is assigned to Board of the Association.

5.4. Association Board - collegial executive body

The Association, consisting of the Chairperson, and the Members of the Board, who manage the activities of the Association during the periods between the General Meetings of Members. The composition of the Board of the Association is elected at a general meeting for a period of 1 year from among the members of the Association. Chairperson can be re-elected but the same person should not be chairperson for more than 3 years or 3 terms of annual election.

5.4.1. Management of the Board and Associations - entrusted to Chairperson of the Association, which is a member of the Board. Term of office Chairperson of the Association is also 1 year.

5.4.2. Board meeting is held as necessary, but at least once every six months.

5.4.3. The chairperson is member of the Board according to his/her status. Members of the Board of the Association may be recalled by the decision of the general meeting if they commit actions that grossly violate the Articles of Association.

5.5. The competence of the Board of the Association includes:

- development and approval of current and future plans of the Association;
- submission to the General Assembly of proposals for amendments and additions to the Charter of the Association;
- development of internal regulations of the Association with its subsequent approval at the General Meeting;
- determination of the procedure for making membership dues, the procedure for using is real estate;
- approval of print samples, stamps, emblems, certificates and badges, as well as other documents of the Association,
- Decision on the establishment of the media;
- development and approval of the calendar of important workers events, organization and implementation of events according to approved plans;
- approval of the provisions on Honorary Members and Honorary Chairperson, Association, sample special certificate and badge;
- Decision on awarding titles of Honorary Members, Honorary Chairperson of the Association.
- approval of the size of tariffs for paid services and events organized and conducted by the Association;
- approval of the decision of the Chairperson of the admission / exclusion of members of the Association;
- approval of transactions in which a conflict of interest is expected;
- reports on its activities to the General Assembly;
- making other decisions on issues not covered by law and this Charter to the competence of other bodies.

5.5.1. The meeting of the Board of the Association has a quorum and is considered Eligible if most of its members are present.

5.5.2. The Association Chairperson chairs and conducts meetings.

The Board Decisions of the Association's Board are made simple.

Majority of votes. The Chairperson votes last. In case of votes Board members are equally divided, the decision is taken, for which The Association Chairperson votes.

5.6. The Chairperson exercises day-to-day management of the Association's activities.

Association Chairperson:

- heads the Board and the Association;
- represents the interests of the Association without power of attorney,
- directs the affairs of the Association, manages the financial and economic activities in accordance with this Charter and current legislation,
- negotiates with organizations, enterprises and citizens on the statutory activities of the Association, concludes treaties, agreements on behalf of the Association, signs contracts, protocols and other documents;
- manages financial assets, property, settlement, currency and deposit accounts in banks, signs financial documents;
- accepts and excludes members of the Association, followed by approval of the decision of the Board of the

Association;

- considers and implements work plans, estimates of income and expenses Associations, controls their execution;
- establishes the accounting procedure for members of the Association, makes decisions on promotion, disciplinary action;
- Approves the structure, staffing of staff Associations, conditions of remuneration and their award, official instructions and cost estimates for the maintenance of the Association;
- distributes duties between members of the Board, as well as other officials of the Association;
- approves the functional responsibilities of other full-time employees and the size of their remuneration;
- chairs the General Meetings and meetings of the Board;
- establishes and maintains relations with foreign and international organizations, partners, including with foreign private persons;
- forms, confirms and directs members of the Association as a part of delegations at home and abroad;
- performs other actions not related to the competence of the General Assembly and Auditor (Audit Commission).

5.7. In the absence of the Chairperson of the Association, his functions are performed by one of the members of the Board, upon written instructions from the Chairperson of the Association.

5.8. By decision of the Board, for the decision of other organizational technical tasks, the Secretary of the Association may be hired, on a contract basis, the Regulation on the Secretary of the Association, containing the procedure for admission to other sources not prohibited by the legislation of the Kyrgyz Republic.

5.9. The functions and powers of the Vice-Presidents of the Association are determined by this Charter, decisions of the general meeting of members, instructions of the President and internal acts of the Association.

5.10. By decision of the Board, to solve other organizational and technical tasks, the Secretary of the Association may be hired, on a contract basis. Regulations on the Secretary of the Association, containing the procedure for admission to work, functions, rights, duties and other aspects of its activities, in the case of the introduction of this position, shall be approved by the Board of the Association. The employment contract with the Secretary of the Association is signed by the President of the Association.

5.11. Auditor (Audit Commission) - a body that oversees the financial and economic activities of the Board and the President of the Association in accordance with the decisions of the general meeting, this Charter and the current legislation of the Kyrgyz Republic.

5.12. The auditor (Audit Commission) is elected by the general meeting. The supervisory body for the year provides the General Assembly with a report on its control activities.

5.13. The auditor (members of the Audit Commission) is elected by the General Assembly of the Association for 3 years. Members of the Board, Chief Accountant cannot be a member of the Audit Commission.

5.14. The results of the audit control over financial and business issues are presented by the Auditor (Audit Commission) to the general meeting.

5.15. By decision of the General Meeting, the audit of the financial and economic activities of the Association may be conducted on a contractual basis by independent auditing organizations or an auditor.

5.16. The auditor (members of the Audit Commission) has the right to require from the officers of the Association the provision of documents on the financial and economic activities of the Association.

5.17. The working procedure of the Auditor (Audit Commission) is determined by the internal documents of the Association.

## **6. PROPERTY AND FINANCIAL MEANS OF THE ASSOCIATION**

6.1. Association funds are formed from:

- entrance and membership fees;
- paid events and services;

Gratuitous and charitable contributions, donations of citizens and legal entities, both of the Kyrgyz Republic and foreign states;

- credits, loans, sponsorship deductions received from enterprises, organizations and individuals, including foreign ones;
- income from the production and economic activities of the Association;
- income from events;
- borrowed funds (loans, including foreign ones);
- income derived from the property of the Association;

Other sources not prohibited by the legislation of the Kyrgyz Republic.

6.2. The size of admission, membership and earmarked contributions are determined executive body (Management Board) and approved by the General Assembly members of the Association. The entry fee is a prerequisite consideration of the issue of admission to the Association.

6.3. The procedure for making membership fees is determined by the decision Board of the Association.

6.4. Staff list of staff members of the Association, conditions wages and their bonuses are approved by the Chairperson of the Association.

6.5. Funds, income from the activities of the Association can not be redistributed between members or officials of the Association and used on:

- achieving the statutory goals of the Association;
- remuneration of employees of the Association;
- charitable purposes;
- acquisition of property necessary for the activities of the Association;
- social development of the Association;
- other expenses necessary for the activity

## **7. OFFICERS OF THE ASSOCIATION**

7.1 The officers of the Association are the Chairperson of the Association, members of the Board, Chief Accountant, Secretary of the Association (in case of employment), and during inspections and members of the Audit Commission (Auditor).

7.2 Rights and obligations of the officers of the Association, as well as its employees are determined by the current legislation of the Kyrgyz Republic, this Charter.

7.3 Officials and employees for the damage caused by the Association bear property and other liability on the basis and order, determined by the current legislation of the Kyrgyz Republic.

## **8. INTRODUCTION OF CHANGES AND ADDITIONS TO THE CHARTER ASSOCIATIONS**

8.1. All changes and additions to this Charter are approved and made by decision of the General Meeting of the Association members and subject to mandatory state registration in the manner prescribed by law.

8.2. Changes and additions to this Charter become effective from the date of decision making by the registering authority on the state re-registration of the Association.

## **9. REORGANIZATION AND LIQUIDATION OF THE ASSOCIATION**

9.1. The Association is reorganized on the basis of a decision of the General Assembly or a decision of an authorized state body, court, with succession under the rule of Article 93 and other norms of the Civil Code of the Kyrgyz Republic, the requirements of the Law of the Kyrgyz Republic “On Non-Profit Organizations” and this Charter.

9.2. The Association is liquidated by a decision of the General Assembly in accordance with this Charter, or by a court decision in accordance with the current legislation of the Kyrgyz Republic.

9.3. The property and funds of the Association, remaining after liquidation, are directed to the goals and objectives provided for by this Charter.

9.4. After registration of the termination of the Association’s activities and the issuance of the relevant order by the registering authority, the remaining documents of the Association are used and stored in accordance with the Law of the Kyrgyz Republic “On the National Archival Fund of the Kyrgyz Republic”.

President of Association

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Full Name & Signature

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