

**Standard Bidding Document**

**Procurement of Consulting Services**

**This SBD for Procurement of Consulting Services is effective from November 1, 2023 for all AE procurements released after this date in Belize, Kosovo, Malawi and Mozambique.**

**Date: January 1, 2024**

**Foreword**

This Standard Request for Offers for the Procurement of Consulting Services has been prepared by the Millennium Challenge Corporation (“MCC”) for use by Accountable Entities and other designated Implementing Entities when procuring consulting services that are financed in whole or in part by MCC. This Request for Offers (“RFO”) is consistent with *MCC Procurement Policy and Guidelines* (“MCC PPG”) available at [www.mcc.gov/ppg](http://www.mcc.gov/ppg)

Although this RFO is based upon the World Bank’s SBDs[[1]](#footnote-2), it has been adapted with numerous revisions to reflect MCC policies and procedures set out in the MCC PPG and other documents.

This Standard Request for Offers has been prepared for use both with shortlisting and without. In cases where shortlisting has taken place (shortlisting is not a mandatory requirement of MCC), this document can be used with some modifications; these modifications are described in the relevant sections of this document.

For the purpose of finalizing the bidding documents, **[boldface text in square brackets]** should be replaced with appropriate language while *[italicized text in square brackets]* are for the attention and information of the Accountable Entity and should be deleted before the document is finalized.

**Summary Description**

**PART 1 – SELECTION PROCEDURES**

**Section I Instructions to Offerors (“ITO”)**

This section provides information to help prospective Offerors prepare their Offers and describes the procedures for the submission, opening, and evaluation of Offers and on the award of Contracts. **The text of the clauses in this section shall not be modified.**

**Section II Data Sheet** **(“DS”)**

This section sets out the particular requirements for the specific procurement and supplements the information included in Section I, Instructions to Offerors. **The text in this section shall be customized**.

**Section III Qualification and Evaluation Criteria**

This section describes the criteria and requirements to be used to evaluate the Offers and select the Consultant to perform the Contract. **The text in this section shall be customized**.

**Section IV A Technical Offer Forms**

This section contains the Technical Offer Forms which are to be completed by the Offerors and submitted separately from their Financial Offers. **The text of the Forms in this section may be customized**.

**Section IV B Financial Offer Forms**

This section contains the Financial Offer Forms which are to be completed by the Offerors and submitted separately from their Technical Offers. **The text of the Forms in this section may be customized**.

**Section V Terms of Reference**

This Section includes the detailed Terms of Reference that describe the nature, tasks, and duties of the consulting services to be procured.

**PART 2 – CONTRACT DOCUMENTS**

**Section VI General Conditions of Contract (“GCC”)**

This section contains the form of Contract proposed to be entered into between the Accountable Entity and Consultant. **The text of the General Conditions of Contract clauses in this section shall not be modified.**

**Section VII Special Conditions of Contract (“SCC”)**

This section contains the form of those clauses of the Contract that supplement the GCC and that are to be completed by the Accountable Entity for each procurement of consulting services. **The text in this section must not be modified except in limited circumstances, and only with the prior approval of MCC. Additional project-specific conditions may be developed by the Accountable Entity, with the approval of MCC, to the extent necessary.**

**Section VIII Contract Forms and Annexes**

This section contains forms and annexes to be sent to the successful Offeror.

**[Insert Specific Procurement Notice]**

**REQUEST FOR PROPOSALS**

**Issued on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**[Accountable Entity]**

**On Behalf of:**

**The Government of [Country]**

**[Accountable Entity]**

**Program**

**Funded by**

**THE UNITED STATES OF AMERICA**

**through**

**THE MILLENNIUM CHALLENGE CORPORATION**

**for**

**Procurement of Consultant Services**

**\*\*\***

**[Name of Procurement]**

**\*\*\***

**[Procurement reference number]**

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# PART 1 SELECTION PROCEDURES

Section I. Instructions to Offerors (ITO)

The Instructions to Offerors are available [**here**](https://www.mcc.gov/resources/doc/sbd-sub-cs-qcbs-ito-29sep2023). Offerors **must download and review** before submitting a bid.

Section II. Data Sheet

|  |
| --- |
| 1. General
 |
| **ITO Definitions** | (a) “Accountable Entity” means **[full legal name of the Accountable Entity]**, the accountable entity designated by the Government to implement the Compact. (o) “Government” means the Government of **[Country]**.(q) “Implementing Entity” means the **[name of government affiliate],** *[if applicable or enter N/A*].*[Note: Insert whichever of the definitions below applies. Otherwise, state "Not Applicable"*(e) “Compact” means the Millennium Challenge Compact between the United States of America, acting through the Millennium Challenge Corporation, and the Government of **[Country]**, entered into on **[date]**, as may be amended from time to time.(f)“Compact Development Funding Agreement” or “CDF Agreement” means [the Compact Development Funding Agreement between MCC and the Government on **[date]**, as may be amended from time to time (nn) “Threshold Program Grant Agreement” means [the Threshold Program Grant Agreement between the United States of America, acting through the Millennium Challenge Corporation, and the Government, entered into on **[date]**, as may be amended from time to time.]  |
| **ITO 1.1** | The method of selection is the **[insert method]** method. |
| **ITO 1.2** | The Name of the assignment is: |
| **ITO 1.3** | A Pre-Offer Conference will not be held.ORA Pre-Offer Conference will be held at **[insert time]** (local time) on **[insert date and location]**. Attendance is strongly advised for all prospective Offerors or their representatives but is not mandatory.**[delete whichever is not appropriate]** |
| **ITO 1.4** | The Accountable Entity will provide the following inputs and facilities:**[Insert List or “None”]****[If there are any specific requirements for local registration of foreign Consultants working in the Country of Accountable Entity, provide details of such requirements]** |
| 1. Contents of the RFO
 |
| **ITO 8.1** | Clarifications may be requested by e-mail not later than [**insert date**], so that responses can be issued to all Offerors not later than [**insert date]** prior to the deadline for submission of Offers.The address for requesting clarifications is:**[full legal name of the Accountable Entity]** Att.: The Procurement Agent Address:Email: Fax:Accountable Entity’s Website Address: **[insert website address]** |
| 1. Preparation of Offers
 |
| **ITO 11.1** | The Offer shall be submitted in **[insert acceptable language].**  |
| **ITO 12.4(b)** | Shortlisted Offerors **[may] / [may not]** associate with [**shortlisted/non-shortlisted]** Offerors. |
| **ITO 12.4(c)** | The estimated price budget for the assignment is**[insert budget estimate]** |
| **ITO 12.4 (d)** | ***[Note to Accountable Entity:*** *In the case of Selection under a Fixed Budget (FBS), select the following sentence.]*The Financial Offer shall not exceed the available budget of: **[insert fixed budget amount]** |
| **ITO 12.5 (a)** | Insert **[N/A]** or **[Offerors** **are required to demonstrate financial capacity. All Offerors** **to submit the required documentation as indicated in Form TECH-2A.]** |
| **ITO 12.9** | The written confirmation of authorization to sign on behalf of and bind the Offerors shall consist of: **[insert details]**. |
| **ITO 12.10** | Per diem and in-country travel will be **[billed and paid separately at the per diem rates established by the Accountable Entity]** OR **[will be included in the total price in form FIN-2]** |
| **ITO 14.1** | A Sub-consultant or individual expert **[may/may not]** participate in more than one Offer as a Sub-consultant or individual expert respectively.  |
| **ITO 15.1** | The currency(ies) of the Offer shall be as follows: **[insert details here].**The currency(ies) of the payment shall be as follows: **[insert details here].** |
| **ITO 16.1** | Offers must remain valid for **[insert]** days after the deadline for the submission of Offers specified in DS ITO 18.1. |
| 1. Submission and Opening of Offers
 |
| **ITO 17.1 c)** | The File Request Link (FRL) to submit Offers is: **[insert link]** |
| **ITO 17.1 f)** | All submissions shall be in Microsoft Office or PDF format. The Technical Offer and the Financial Offer shall be submitted in separate files, each of which shall not exceed 10GB. Compressed files or folders are discouraged, thus the Accountable Entity assumes no responsibility for the partial or complete damage or failure to open or access documents submitted in any archived and/or compressed format (compressed by WinZip - including any application of the zip family-, WinRAR, 7z, 7zX, or any other similar formats). |
| **ITO 17.1 g)** | If an Offeror submits a **Technical Offer** with password protection, the password should be sent no later than **[insert time]** on **[insert date]** to the following email address: **[insert PA’s email address]**. |
| **ITO 17.1 h)** | If an Offeror submits a **Financial Offer** with password protection, the password should be sent when requested, but no later than **15 minutes before the financial opening deadline** to the following email address: **[insert PA’s email address]**. |
| **ITO 18.1** | The deadline for submission of Offers is:**[insert date and local time]** |
| **ITO 21.1** | Offer opening shall take place at **[insert address]** at **[insert date and time]**,according to the following procedure:**[insert opening procedures**] |
| 1. Evaluation of Offers
 |
| **ITO 25.4** | **Financial Offers shall be opened electronically according to the following procedure:****[insert opening procedure]** |
| **ITO 25.6** | The source of official selling rates for evaluation purposes is: **[insert source]**The date of the exchange rate for evaluation purposes is the date **[insert number of days]** days prior to the deadline for submission of the Offer |
| 1. Award of Contract
 |
| **ITO 30.1** | The Accountable Entity’s Bid Challenge System is provided on the Accountable Entity’s website **[insert web address]**.*[For solicitation documents issued prior to the adoption of a Bid Challenge System, insert here the full text of the Interim Bid Challenge System approved by MCC]* |
| **ITO 32.1** | The award notice will be published on Accountable Entity's website **[insert other places, if applicable, e.g. where the SPN was published]** |

 Section III. Qualification and Evaluation Criteria

1. **Legal Status**
Each entity forming the Offeror shall attach to Form TECH-1 a copy of its letter of incorporation, or other such document, indicating its legal status. In the event the Offeror is an Association of entities, the Offeror shall include any other document showing that it intends to associate, or it has associated with, the other entity or entities that are jointly submitting an Offer. Each Associate must provide the information required in Form TECH-1.

 The Offeror's eligibility determination will include a review of the submitted Beneficial Ownership Disclosure Form.

1. **Financial Criteria**
If required by DS ITO 12.5 (a), the Offeror shall provide evidence showing that it has the sufficient financial capacity needed for this Contract, as required in Form TECH-2A. Each Associate must provide the information required in TECH-2A.
2. **Litigation Criteria**
The Offeror shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the Offeror over the last five (5) years, as indicated in Form TECH-2B. A consistent history of awards against the Offeror or existence of high value disputes may lead to the rejection of the Offer. Each Associate must provide the information required in TECH-2B.
3. **Evaluation Criteria**
An Offer will be rejected if it does not earn a total minimum score of **[Insert minimum number of points]**. An Offer may be rejected, at the discretion of the Accountable Entity, if the firm does not satisfy the mandatory criteria as per table below. In addition, Offers may be rejected, at the discretion of the Accountable Entity, if any of the Key Personnel fails to satisfy the mandatory requirements.

*[If mandatory criteria are used, include them in the table below, with the following text:*

The Offeror will be rejected if its Offer does not clearly demonstrate that it meets the following minimum mandatory criteria:

|  |  |
| --- | --- |
| **Ref** | **Item** |
| Mandatory Criterion 1 |  |

*[****Note to Accountable Entity****: Complete this table and clearly mark those criteria and sub-criteria (if any) that can be met by specialized Sub-consultants]*

|  |
| --- |
| Criteria, sub-criteria, and point system for the evaluation of Technical Offers. |
| ITO 24.1 | **Criteria, sub-criteria** | **Points** |
|  | 1. **Relevant Criterion Should be Inserted Here**
 |  |
|  | Relevant sub-criteria should be inserted here |  |
|  |  |  |
|  |  |  |
|  | Total Points for This Criterion | [Insert Points] |
|  | 1. **Relevant Criterion Should be Inserted Here**
 |  |
|  | Relevant sub-criteria should be inserted here |  |
|  |  |  |
|  |  |  |
|  | Total Points for This Criterion | [Insert Points] |
|  | 1. **Relevant Criterion Should be Inserted Here**
 |  |
|  | Relevant sub-criteria should be inserted here |  |
|  |  |  |
|  |  |  |
|  | Total Points for This Criterion | [Insert Points] |
|  | 1. **Relevant Criterion Should be Inserted Here**
 |  |
|  | Relevant sub-criteria should be inserted here |  |
|  |  |  |
|  |  |  |
|  | Total Points for This Criterion | [Insert Points] |
|  | **Total Points for All Criteria** | 100 |
|  | The minimum technical score St required to pass is | [Insert Points] |
|  | If none of the scores awarded by the TEP reach or exceed the minimum technical score (St), the Accountable Entity reserves the right to invite the Offeror receiving the highest technical score (St) to negotiate both its Technical and Financial Offers. If the negotiations fail to result in an acceptable contract within a reasonable time, the Accountable Entity reserves the right to terminate the negotiations, at its sole discretion, and to invite—again, at its sole discretion—the Offeror receiving the next highest technical score (St) to negotiate both its Technical and Financial Offers. |  |
| ITO 25.10 | The formula for determining the financial scores is the following:Sf = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the Offer under consideration.The weights given to the Technical and Financial Offers are:T = **[insert]** and F = **[insert]** |  |

*[****Note to Accountable Entity****: The criteria and sub-criteria for technical evaluation should be carefully considered and tailored to the requirements and risks specific to the consultancy, as well as those factors most likely to distinguish between an Offer most likely to result in successful achievement of contract objectives and those less likely to do so. Criteria to be considered include those related to the organizational capability and experience of the Offeror; the qualifications, relevant experience, and suitability for the assignment of key personnel; the quality, suitability, and expected effectiveness and efficiency of the proposed approach, methodology, work plan and staffing plan; and any other factors most useful to assessing the likelihood of the Offer resulting in achieving the aims of the procurement.*

*In accordance with the MCC PPG, the Offeror's* *past performance on MCC-funded contracts, as well as their past performance on other contracts for work demonstrating experience relevant to this assignment, will be considered, particularly in relation to the evaluation criterion/criteria described above that call for the Offeror to demonstrate relevant capabilities and experience in the Accountable Entity’s evaluation of the Consultant’s Offer. ITO 25.1 of this RFO notifies the Offeror that the Accountable Entity reserves the right to contact the Forms TECH-4 and TECH-5 References as well as other sources to check references and past performance.]*

1. **Determination of Responsiveness**

During the evaluation of Offers, the following definitions apply:

1. “Deviation” is a departure from the requirements specified in the RFO;
2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFO; and
3. “Omission” is the failure to submit part or all of the information or documentation required in the RFO.

The Accountable Entity’s determination of an Offer's substantial responsiveness is to be based on the contents of the Offer itself. For purposes of this determination, a substantially responsive Offer is one that materially conforms to the requirements of the RFO without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

1. if accepted, would:
2. affect in any substantial way the scope, quality, or performance of the Services specified in the RFO; or
3. limit in any substantial way, inconsistent with the RFO, the Accountable Entity’s rights or the Offeror's obligations under the proposed Contract; or
4. if rectified, would unfairly affect the competitive position of other Offerors presenting substantially responsive Offers.

Any deviations for mandatory criteria/requirements shall be considered material deviation. All other deviations shall be scored below the minimum technical threshold and in a manner consistent with the evaluation framework established in Sub-section 3.6 below.

Provided that an Offer is substantially responsive, the Accountable Entity may waive any nonmaterial nonconformity in the Offer.

Provided that an Offer is substantially responsive, the Accountable Entity may request that the Consultant submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Offer related to documentation requirements.

1. **Technical Evaluation Framework**

**[Insert appropriate framework (Adjectival or Integer). See example below.]**

**[Adjectival Method Example]**

*OUTSTANDING (92-100)*

*EXCELLENT (85-91)*

*VERY GOOD (80-84)*

*GOOD (70-79)*

*MARGINAL (60-69)*

*UNACCEPTABLE (0-59)*

**[Integer Method Example]**

*[0 = No evidence presented*

*1 = Significant deviation from the requirements*

*2-3 = Marginal deviation from the requirements*

*4 = Meeting the requirements*

*4.5 = Marginally exceeding the requirements*

*5. = Significantly exceeding the requirements]*

**3.7 Qualification Table**

Documents Establishing the Qualifications of the Offeror

The Offeror shall provide the information requested in the corresponding information sheets included in Section IV. Offer Forms, to establish that the Consultant meets the requirements established below. **Sub-Consultants that form the team shall not be replaced without the Accountable Entity’s prior permission.**

{Note to the Accountable Entity: This table should be modified as necessary. All entries in *italics* below are provided as examples only.}

| **Factor** | **3.7.1 Eligibility** |
| --- | --- |
|  | **Requirement** | **Offeror** | **Documentation Required** |
| **Single Entity** | **Joint Venture or Association** | **Sub-Consultant** |
| **All members combined** | **Each member** | **At least one member** |
| **3.7.1.1 Nationality and Eligibility** | In accordance with ITO 5 | Must meet requirement | Existing or intended Joint Venture or other association must meet requirement | Must meet requirement | N/A | Must meet requirement | TECH-1 and attachments  |
| **3.7.1.2 Conflict of Interest, including Government Employees** | No conflicts of interest as described in ITO 5.7 to ITO 5.9 unless such conflict of interest has been mitigated and the mitigation is approved by the Accountable Entity after receiving a "no-objection" from MCC. | Must meet requirement | Existing or intended Joint Venture or other association must meet requirement | Must meet requirement | N / A | Must meet requirement | TECH-1 and attachments  |
| **3.7.1.3 Ineligibility and Debarment** | Not having been declared ineligible based on any of the criteria set forth in ITO 5. | Must meet requirement | Existing or intended Joint Venture or other association must meet requirement | Must meet requirement  | N/A | Must meet requirement | TECH-1 and attachments Beneficial Ownership Disclosure Form |
| **3.7.1.4****Special provisions applicable to Joint Ventures or Associations** | According to ITO 5.6:a) Each member of the joint venture or Association must satisfy the legal, financial, litigation, eligibility and other requirements set out in this RFO; (b) All members of the joint venture or Association will be jointly and severally liable for the execution of the Contract; and (c) the joint venture or Association will nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the Association if awarded the Contract, during Contract performance. | N/A | N/AMust meet requirement | Must meet requirement | N/A | N/A | TECH-1 and attachments  |

| **Factor** | **3.7.2** **Historical Contract Non-Performance** |
| --- | --- |
|  | **Requirement** | **Offeror** | **Documentation Required** |
| **Single Entity** | **Joint Venture or Association** | **Sub-Consultant** |
| **All members combined** | **Each member** | **At least one member** |
| **3.7.2.1 Pending Litigation** | All pending proceedings, litigation, arbitrations, actions, claims, investigations or disputes, in total, shall not represent more than ten percent (10%) of the Offeror's net worth.  | Must meet requirement by itself, including as member of past or existing Joint Venture or other association. | Must meet requirement  | Must meet requirement  | N/A | Must meet requirement | Form TECH-2B |

| **Factor** | **3.7.3 Financial Situation** |
| --- | --- |
| **Sub-Factor** | **Requirement** | **Offeror** | **Documentation Required** |
| **Single Entity** | **Joint Venture** | **Sub-Consultant** |
| **All members combined** | **Each member** | **At least one****member** |
| **3.7.3.1 Financial Situation** **(if required in the DS)** | Submission of evidence of the Offeror's financial capacity to mobilize and sustain the Services | Must meet requirement | Must meet requirement | *N/A* | *N/A* | *N/A* | Form TECH-2A, TECH-2B and Form TECH-4 |

| **Factor** | **3.7.4 Experience** |
| --- | --- |
| **Sub-Factor** | **Requirement** | **Offeror** | **Documentation Required** |
| **Single Entity** | **Joint Venture** | **Sub-Consultant** |
| **All members combined** | **Each member** | **At least one member** |
| **3.7.4.1 Organization Capability and Technical Experience** | See Criteria table under 3.4  | Must meet requirement  | Must meet requirement | *N/A*  | *N/A* | *N/A* | Form TECH-3 / Form TECH-6 |
| **3.7.4.2 General & Specific Experience** | See Criteria table under 3.4: *[Accountable Entity may allow some specific experience to be met by specialized subconsultants, to be listed and clearly marked in the Criteria table 3.4]* | Must meet requirement  | Must meet requirement | *N/A*  | *Must meet each discrete requirement, except for requirements to be met by specialized subconsultants, if allowed by Accountable Entity* | *May be allowed by Accountable Entity to meet at least one specialized requirement that can be met by specialized subconsultants as per 3.4.* | Form TECH-4 |

Section IV A. Technical Offer Forms

**Disclosure in these technical forms of any proposed prices will constitute grounds for declaring the Offer non-responsive; see ITO Sub-clause 12.6.**

**Note:** Comments in brackets on the following pages serve to provide guidance for the preparation of the Technical Offer and therefore should not appear on the Technical Offer to be submitted.

[Form TECH-1. Technical Offer Submission Form 20](#_Toc143696606)

[Beneficial Ownership Disclosure Form (BODF) 23](#_Toc143696607)

[Form TECH-2A. Financial Capacity of the Offeror 27](#_Toc143696608)

[Form TECH-2B. Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Offeror 28](#_Toc143696609)

[Form TECH-3. Organization of the Offeror 29](#_Toc143696610)

[Form TECH-4. Experience of the Offeror 30](#_Toc143696611)

[Form TECH-5. References of MCC-Funded Contracts 31](#_Toc143696612)

[Form TECH-6. Description of Approach, Methodology and Work Plan for Performing the Assignment 32](#_Toc143696613)

[Form TECH-7. Comments and Suggestions on the Terms of Reference & Assignment 33](#_Toc143696614)

[Form TECH-8. Team Composition and Task Assignments 34](#_Toc143696615)

[Form TECH-9. Staffing Schedule (Key Professional Personnel and Support Staff) 35](#_Toc143696616)

[Form TECH-10. Work and Deliverables Schedule 36](#_Toc143696617)

[Form TECH-11. Curriculum Vitae (CV) for Proposed Key Professional Personnel 37](#_Toc143696618)

[Form TECH-12. Compliance With Sanctions Certification Form 39](#_Toc143696619)

Form TECH-1. Technical Offer Submission Form

**[Location, Date]**

To: Head of Accountable Entity/Procurement Agent

Address:

Ladies and Gentlemen:

**Re: [insert title of assignment] RFO Ref: [insert reference as shown on cover page]**

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Offer (RFO) dated **[Insert Date]** and our Offer.

We are hereby submitting our Offer, which includes this Technical Offer, and a separate Financial Offer.

We hereby certify that we are not engaged in, facilitating, or allowing any of the prohibited activities described in the *MCC Counter-Trafficking in Persons Policy* and that we will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Further, we hereby provide our assurance that the prohibited activities described in the *MCC Counter-Trafficking in Persons Policy* will not be tolerated on the part of our employees, or any Sub-Consultants, or Sub-Consultant employees. Finally, we acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract.

We acknowledge notice *of MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations*[[2]](#footnote-3). We have taken steps to ensure that no person acting for us or on our behalf has engaged in any corruption or fraud described in ITO Clause 3. As part of this, we certify that:

1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offer or competitor relating to:
2. Those prices;
3. The intention to submit an offer; or
4. The methods or factors used to calculate the prices offered.
5. The prices in this offer have not been and will not be knowingly disclosed by us, directly or indirectly, to any other offeror or competitor before Offer opening or Contract award unless otherwise required by law;
6. No attempt has been made or will be made by us to induce any other concern to submit or not to submit an offer for the purpose of restricting competition;
7. We comply with the eligibility requirements of ITO Clauses 5 and 6; and
8. We have no conflict of interest in accordance with ITO Clause 5.8 *[insert, if needed: “*, other than listed below.*”]* *[If listing one or more conflicts of interest, insert: “*We propose the following mitigations for our conflicts of interest: *[Insert description of conflict of interest, and proposed mitigations.*”*]*.

We are submitting our Offer in Association with:

*[Insert a list with full name and address of each associated Consultant or insert "Not Applicable" is no such association is foreseen].*

 We have not required our employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of the Contract to a designated investigative or law enforcement representative of MCC (for example, the Agency Office of the Inspector General).

We have notified and will immediately notify, as applicable, current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

We shall include the substance of this provision, including this paragraph, in subawards and contracts under such awards.

We agree and acknowledge that if MCC (or its designated investigative or law enforcement representative) determines that we are not in compliance with this requirement, MCC (or its designated investigative or law enforcement representative) may seek remedies under this Contract, including disallowing otherwise allowable costs.

We hereby declare that all the information and statements made in this Offer are true and accept that any misinterpretation contained in it may lead to our disqualification.

We are attaching herewith information to support our eligibility in accordance with Section III of the RFO.

If negotiations are held during the initial period of validity of the Offer, we undertake to negotiate on the basis of the nominated Key Professional Personnel.

Our Offer is binding upon us and subject to the modifications resulting from Contract negotiations, and we undertake, if our Offer is accepted, to initiate the consulting services related to the assignment not later than the date indicated in this RFO.

We understand and accept without condition that, in accordance with ITO Clause 30.1, any challenge or protest to the process or results of this procurement may be brought only through the Accountable Entity’s Bid Challenge System (BCS).

Our Offer shall be valid for a period of *[insert number]* days from the date fixed for the Offer submission deadline in accordance with the RFO, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand you are not bound to accept any Offer that you may receive.

We acknowledge that our digital/digitized signature is valid and legally binding.

Yours sincerely,

|  |  |
| --- | --- |
| **[Authorized Signatory]** |  |
| **[Name and Title of Signatory]** |  |
| **[Name of Consultant]** |  |
| **[Address of Consultant]** |  |

Annexes:

1. Power of Attorney demonstrating that the person signing has been duly authorized to sign the Offer on behalf of the Consultant and its Associates;
2. Letter(s) of Incorporation (or other documents indicating legal status); and
3. Joint Venture or Association Agreements (if applicable, but without showing any Financial Offer information).
4. Beneficial Ownership Disclosure Form
5. **[Other Documents Required in DS]**

Beneficial Ownership Disclosure Form (BODF)

*INSTRUCTIONS TO OFFERORS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM*

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by each Offeror. In case of joint venture, the Offeror must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of an Offeror is any natural person who ultimately owns or controls the Offeror by meeting one or more of the following conditions:*

* *directly or indirectly holding 10% or more of the shares*
* *directly or indirectly holding 10% or more of the voting rights*
* *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Offeror*

*An individual directly holds 10 percent or more of the shares of an Offeror if the shares are registered in his or her name or, in the case of bearer shares, if the shares are in his or her possession. An individual owns 10 percent or more of the shares of an Offeror indirectly if the shares are held through a trust or through another corporation. Therefore each Offeror must know the identities of the natural persons who directly or indirectly hold the shares of any corporate entity or trust that owns part or all of the Offeror, and disclose the identity of any natural person who cumulatively directly or indirectly holds 10 percent or more of the shares of the Offeror. The same rules apply in determining whether an individual has 10 percent or more of the voting rights of the Offeror or the right to appoint a majority of the board of directors or equivalent governing body.*

*An example of indirectly holding 10 percent of an Offeror’s shares: Mr. and Mrs. X each hold 50 percent of Company A. Company A in turn owns 20 percent of the Offeror. Mr. and Mrs. X each beneficially own 10 percent of the Offeror, and the names of each must be reported on the form.*

**RFO No.:** [*insert procurement reference number*]

To: **[*insert complete name of Accountable Entity*]**

In response to your above-referenced RFO *dated [insert date]*: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

|  |  |  |  |
| --- | --- | --- | --- |
| Identity of Beneficial Owner | Directly or indirectly holding 10% or more of the shares(Yes / No) | Directly or indirectly holding 10 % or more of the Voting Rights(Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Offeror(Yes / No) |
| *[include full name (last, middle, first), citizenship(s), current home and business address, email address]* |  |  |  |

***OR***

*(ii) we declare that there is no individual meeting one or more of the following conditions:*

* + directly or indirectly holding 10% or more of the shares
	+ directly or indirectly holding 10% or more of the voting rights
	+ directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Offeror

OR

1. *we declare that we are unable to identify any individual meeting one or more of the following conditions. [If this option is selected, the Offeror shall provide explanation on why it is unable to identify any Beneficial Owner]*
	* directly or indirectly holding 10% or more of the shares
	* directly or indirectly holding 10% or more of the voting rights
	* directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Offeror

OR

(iv) we declare that we are a publicly held company listed on the New York, American, NASDAQ, London, Tokyo, or Euronext Stock Exchanges, with the following ticker symbol: [Insert ticket symbol].

**In addition, we attach a graphic depicting the corporate ownership structure, including ownership percentages, if any entities or legal arrangements – such as companies, trusts, foundations, etc. – exist between the Offeror and the Beneficial Owners in the corporate ownership structure.**

**We acknowledge and agree that, should we be informed through a Notification of Intent to Award that we are selected as the successful Offeror for this procurement, we will, within three business days of receipt of the Notification of Intent to Award, email to the Procurement Agent encrypted Microsoft Office or Adobe Acrobat files containing for each of the above-named Beneficial Owners (if there are any) a copy of an identification document (ID) which includes a photograph, with passwords to the files sent in separate email messages for security. Acceptable forms of ID are passports, national IDs, and official drivers’ licenses. These documents will remain encrypted when transferred to the Accountable Entity or MCC for review, and will be kept encrypted and in a secure location by the Procurement Agent, the Accountable Entity, and MCC.**

We acknowledge that the Accountable Entity may use this information to review if any Beneficial Owners are sanctioned by the United States Government or by the International Financial Institutions[[3]](#footnote-4), and to review if any Beneficial Owners present a conflict of interest as described in MCC’s Procurement Policy and Guidelines. We acknowledge that failure to provide this form, or providing false information on this form, can be grounds for disqualifying a proposal during the procurement process or for terminating a contract that is awarded as a result of this procurement. We also acknowledge that we will be required to provide the Accountable Entity with a new BODF upon any changes regarding beneficial ownership during the life of any contract awarded as a result of this procurement. We acknowledge that the Accountable Entity will reserve the right to request an updated BODF, or documentation to provide proof of beneficial ownership, at any time during the life of the contract. We also acknowledge that the Accountable Entity will reserve the right to terminate the any contract awarded as a result of this procurement if the Accountable Entity decides that a Beneficial Owner is unacceptable due to sanctions or an unmitigable conflict of interest.

Data Privacy Protection Waiver: The information and documents provided will be used by the Accountable Entity, the Procurement Agent for the Accountable Entity, and MCC for the reasons described above. The information and documents may be shared with the Office of Inspector General (OIG) for the U.S. Agency for International Development (USAID), which serves as the OIG for MCC, or with other law enforcement agencies if requested through appropriate protocols. The Offeror consents to the collection, storage, access, use, processing, and transfer of this data by and among these entities, and voluntarily waives any provision of any local, national, or supranational law, such as, without limitation, the European Union’s General Data Protection Regulation (GDPR) and national laws enacted in response thereto, or laws of similar effect in other jurisdictions, which would prohibit or otherwise regulate such access, processing, and transfer.

**Name of the Offeror**: \*[*insert complete name of the Offeror*]

**Name of the person duly authorized to sign the Offer on behalf of the Offeror**: \*\*[*insert complete name of person duly authorized to sign the Bid*]

**Title of the person signing the Offer**: [*insert complete title of the person signing the Bid*]

**Signature of the person named above**: [*insert signature of person whose name and capacity are shown above*]

**Date signed** [*insert date of signing*] **day of** [*insert month*], [*insert year*]

\* In the case of the Offer submitted by a Joint Venture specify the name of the Joint Venture as Offeror. In the event that the Offeror is a joint venture, each reference to “Offeror” in the Beneficial Ownership Disclosure Form shall be read to refer to the joint venture member.

\*\* Person signing the Offer shall have the power of attorney given by the Offeror. The power of attorney shall be attached.

Form TECH-2A. Financial Capacity of the Offeror

***[To Accountable Entity: if financial capacity information is not required, state:***

**"Not used"]**

***[To Accountable Entity: include this section if financial capacity information is required]:***

*Accountable Entity's assessment of the Offeror's financial capacity will be based on:*

* *Audited financial statements for the last three (3) years, supported by audit letters; or*
* *Certified financial statements for the last three (3) years, substantiated by the corresponding tax returns.*

*Failure to submit evidence of financial capacity may result in the rejection of the Offer.*

*If the Offer is submitted by a joint venture, all parties of the joint venture are required to submit the financial capacity information requested.*

Form TECH-2B. Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Offeror

The Offeror (either as a single entity or any member of a Joint Venture or Association, as well as any designated subconsultant) or any related company or entity or affiliate, has been involved in any proceeding, litigation, arbitration, action, claim, investigation or dispute within the past five (5) years the process or outcome of which the Accountable Entity could reasonably interpret may impact or have the potential to impact the financial or operational condition of the Offeror in a manner that may adversely affect the Offeror's ability to satisfy any of its obligations under the Contract: No:\_\_\_\_ Yes:\_\_\_\_\_\_ (If “Yes,” see below)

|  |
| --- |
| **Current or Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations, or Disputes Within the Last Five (5) Years (per the criteria above)** |
| **Year** | **Matter in Dispute** | **Value of Award Against Offeror in US$ Equivalent** |
|  |  |  |
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Form TECH-3. Organization of the Offeror

[Provide a brief description of the background and organization of your firm/entity and of each Associate for this assignment. Include the organization chart of your firm/entity as well as the Association and each Associate, as applicable. The Offer must demonstrate that the Offeror has the organizational capability and experience to provide home office project management of the contract as well as the necessary administrative and technical support to the Offeror's Project Team in country. The Offer shall further demonstrate that the Offeror has the capacity to field and provide experienced replacement Personnel on short notice.

**[Maximum 5 pages]**

Form TECH-4. Experience of the Offeror

[Using the format below, provide information on each relevant assignment for which your firm, and each Associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under the Terms of Reference included in this RFO. **This shall include all MCC-funded assignments of a similar nature.** Failure to include experience in any project where MCC funds were used may result in disqualification of the Offer. The Offer must demonstrate that the Offeror has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement. The Offeror shall use this form to document the relevant experience of any Sub-Consultant that the Offeror is proposing to satisfy any specialized requirement under Qualification Factor 3.7.4.2.

**[Maximum 20 pages]**

|  |  |
| --- | --- |
| **Assignment name:** | **Approx. value of the contract (in current US$):** |
| Country:Location within country: | Duration of assignment (months): |
| Name of client: | Total No. of staff-months of the assignment: |
| Address and contact details: |  |
| References [provide reference letter from client]: | Approx. value of the services provided by your firm under the contract (in current US$): |
| Start date (month/year):Completion date (month/year): | No. of professional staff-months provided by associated consultants: |
| Name of associated consultants, if any: | Name of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader): |
| Narrative description of project: |
| Narrative description of the project’s mobilization demands and how your firm managed that mobilization’s administrative, logistical and financial requirements. |
| Description of actual services provided by your staff within the assignment: |

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

Form TECH-5. References of MCC-Funded Contracts

Each Offeror or member of a Joint Venture/Association must fill in this form and include information about any and all MCC-funded contracts (either with MCC directly or with any Accountable Entity, anywhere in the world) to which the Offeror or member of a Joint Venture/Association is or has been a party whether as a lead Consultant, affiliate, associate, subsidiary, Sub-Consultant, or in any other role.

|  |
| --- |
| **Contracts with MCC** |
| **Contract Name and Number** | **Role in Contract** | **Total Contract Amount** | **Client Name, Address and Contact Details (phone, e-mail)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Contracts with an Accountable Entity** |
| **Contract Name and Number** | **Role in Contract** | **Total Contract Amount** | **Client Name, Address and Contact Details (phone, e-mail)** |
|  |  |  |  |
|  |  |  |  |

Form TECH-6. Description of Approach, Methodology and Work Plan for Performing the Assignment

*[****Note to Accountable Entity:*** *This is a model for illustrative purposes only. The instructions and the content required of the Offeror* *must be adapted by the Accountable Entity based on the objectives of the procurement and the Evaluation Criteria.]*

In this section, the Offeror should provide a comprehensive description of how it will provide the required Services in accordance with the Terms of Reference (TOR) included in this RFO. Information provided must be sufficient to convey to the TEP that the Offeror has an understanding of the challenges in performing the required Services and that it has an approach, methodology and work plan to overcome those challenges.

Your Technical Offer should be divided into the following three (3) chapters:

1. **Technical Approach and Methodology**. In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them, including the cross-cutting aspects (e.g., environmental and social protections, gender and social inclusion). You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Also comment here on any specialized equipment and/or software which may be necessary to perform the scope indicated in the Terms of Reference.
2. **Work Plan**. In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Accountable Entity), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work and Deliverables Schedule of Form TECH-10.
3. **Organization and Staffing**. In this chapter, you should propose the structure and composition of your team. The Offeror is encouraged to consider equity and diversity in the composition of its proposed team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

**Note:** Where the Terms of Reference includes tasks relevant to gender and social inclusion, the Offer should explicitly address how the Offeror will perform these tasks in the technical approach, and methodology, work plan, organization and staffing. We recognize that this type of expertise and experience may be outside of the normal work of some Offerors, and thus call special attention to the importance of an adequately inter-disciplinary proposal and staffing plan.

**[Maximum 20 pages, including charts and diagrams]**

Form TECH-7. Comments and Suggestions on the Terms of Reference & Assignment

The Accountable Entity welcomes comments and suggestions to improve the assignment to provide a better value for money. These comments and suggestions shall not be used for evaluation purposes, but may be discussed during negotiations. The Accountable Entity is not bound to accept anything proposed. If the proposed modifications/suggestions would require changes in the offered price, it shall be noted as such, without giving the price of the change.

**[Maximum 2 pages]**

**A: On the Terms of Reference**

[Present and justify here any modifications or improvements to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities).]

**B: On the Staff and Facilities**

[Comment here on the staff and facilities to be provided by the Accountable Entity.]

Form TECH-8. Team Composition and Task Assignments

|  |
| --- |
| **Key Professional Personnel** |
| **Name of Staff** | **Organization** | **Area of Expertise** | **Position Assigned** | **Task Assigned** |
|  |  |  |  |  |
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Form TECH-9. Staffing Schedule (Key Professional Personnel and Support Staff)

|  |  | Staff input (in the form of a bar chart)1 | Total staff-month input |
| --- | --- | --- | --- |
|  | 12 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | N | Home | Field3 | **Total** |
| Foreign |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 |  | [Home] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | [Field] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  | [Home] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | [Field] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  | [Home] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | [Field] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  | [Home] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | [Field] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | Subtotal |  |  |  |
| Local |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 |  | [Home] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [Field] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Support Staff | Subtotal |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | Total |  |  |  |

1. For Key Professional Personnel, the input shall be indicated individually; for support staff it shall be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Months are counted from the start of the assignment. For each Personnel, indicate separately staff input for home and field work.
3. Field work means work carried out at a place other than the Offeror's home office.

|  |  |
| --- | --- |
| Full time input: | Part time input: |

Form TECH-10. Work and Deliverables Schedule

|  |  |  |
| --- | --- | --- |
|  | **Task** | **Months** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ... |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Deliverable |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ... |  |  |  |  |  |  |  |  |  |  |  |  |  |

[Indicate all main activities of the assignment, including deliverables and other milestones, such as the Accountable Entity approvals. For phased assignments, indicate activities, deliverables and milestones separately for each phase. Duration of activities shall be indicated in the form of a bar chart. See TOR for the full list of deliverables. Above is a sample format (to be further completed by the Offeror based on the TOR requirements) that shall be used by the Offeror as an indicator of the proposed work load. The submission shall be evaluated as part of the Approach and Methodology.]

*[****Note to Accountable Entity:*** *List tasks/activities/deliverables in the table before releasing RFO]*

Form TECH-11. Curriculum Vitae (CV) for Proposed Key
Professional Personnel

|  |  |
| --- | --- |
| Proposed Position | [only one candidate shall be nominated for each position] |
| Name of Firm | [Insert name of firm proposing the staff] |
| Name of Personnel | [Insert full name] |
| Date of Birth | [Insert birth date] |
| Nationality | [Insert nationality] |  |  |
| Education | [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment] |
| Membership in Professional Associations |  |
| Other Training | [Indicate appropriate postgraduate and other training] |
| Countries of Work Experience | [List countries where staff has worked in the last ten years] |
| Languages | [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing] |
|  | Language | Speaking | Reading | Writing |
|  |  |  |  |  |
| Employment Record | [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.] |
|  | From [month, year]: | To [month, year]: |
|  | Employer: |
|  | Position(s) held: |
| Detailed Tasks Assigned | [List all tasks to be performed under this assignment] |
| Work undertaken that best illustrates capability to handle the tasks assigned: | [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned.] |
|  | Name of assignment or project: |  |
|  | Year: |  |
|  | Location: |  |
|  | Client: |  |
|  | Main project features: |  |
|  | Position held: |  |
|  | Activities performed: |  |

References:

*List at least three individual references with substantial knowledge of the person’s work. Include each reference’s name, title, phone and e-mail contact information.] [The Accountable Entity reserves the right to contact other sources as well as to check references, in particular for performance on any relevant MCC-funded projects.*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I, the undersigned, hereby declare that I agree to participate with the **[Offeror]** in the procurement of **[insert title of RFO]**. I further declare that I am able and willing to work:

1. for the period(s) foreseen in the specific Terms of Reference attached to the above referenced Request for Offer for the position for which my CV has been included in the offer of the Consultant and
2. within the implementation period of the specific contract.

|  |  |
| --- | --- |
| Signature of Key Professional Personnel |  |
|  |
|  |  |

Form TECH-12. Compliance With Sanctions Certification Form

In satisfaction of Clause G of the Additional Provisions at Annex B of the Contract, this form is to be completed by the Offeror upon submission of the Offer and, if selected, within 28 days of receipt of Letter of Acceptance and Contract Agreement, and subsequently thereafter on the last business day prior to the last day of each quarter (March 31, June 30, September 30, December 31) after the signature of an MCC-Funded Contract[[4]](#footnote-5), for the duration of the Contract.

The form is to be submitted to the Accountable Entity's Procurement Agent at the time of Offer submission, and to the Fiscal Agent thereafter [*email addresses for Accountable Entity Procurement and Fiscal Agents to be inserted here*] with a copy to MCC at: sanctionscompliance@mcc.gov.

For the avoidance of doubt, reporting the provision of material support or resources (as defined below) to an individual or entity on the enumerated lists will not necessarily result in the disqualification of a Consultant or cancellation of the Contract. However, **failure** to report such provision, or any similar material misrepresentation, whether intentional or without due diligence, would be grounds for disqualifying the Offeror or canceling the Contract, and may subject such Offeror or Consultant to criminal, civil, or administrative remedies as appropriate under U.S. law.

Instructions for completing this form are provided below.

**Compliance with Sanctions Certification Form**

**Full Legal Name of Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Full Name and Number of Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Accountable Entity with which Contract Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |
| --- |
| **ALL OFFERORS TO CHECK THE APPLICABLE BOX BELOW:*** All eligibility verifications have been completed in accordance with Annex B **“Additional Provisions”, Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions”**, and the Offeror hereby certifies as follows:
	+ No adverse or negative results were obtained from such eligibility verifications; and
	+ To the best of its current knowledge, the Offeror has not provided, at any time within the previous ten years or currently, any material support or resources (including without limitation, any MCC Funding[[5]](#footnote-6)), directly or indirectly to, or knowingly permitted any funding (including without limitation any MCC Funding) to be transferred to, any individual, corporation or other entity that the Offeror knew, or had reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities on the enumerated lists described below (including the Offeror itself).

 **OR*** All eligibility verifications have been completed in accordance with **Annex B “Additional Provisions”, Paragraph**  **G “Compliance with Terrorist Financing Legislation and Other Restrictions”**, and the Offeror hereby certifies that the following adverse or negative results were obtained from such eligibility verifications (information to be provided for each result in accordance with the instructions included with this form):
* Name of individual, corporation or other entity:
* Eligibility verification source(s) where listed ineligible:
* Position (if individual), or goods or services provided (if corporation or other entity):
* Estimated value of work performed as of certification date:
* A description of, and the circumstances under which such support was provided.
 |

I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may be deemed “fraud” for purposes of the ITO or Contract between the Consultant and the Accountable Entity, the MCC Procurement Policy and Guidelines, and other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INSTRUCTIONS FOR COMPLETING THE COMPLIANCE WITH SANCTIONS CERTIFICATION FORM:**

The Offeror shall perform the following procedures to verify the eligibility of firms, key personnel, subcontractors, vendors, suppliers, and grantees, in accordance with **Annex B “Additional Provisions”, Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions”**, which is copied below for convenience.

Based on the results of these eligibility verifications, the Offeror shall provide the applicable certification in the attached certification form. Note that for the purposes of this certification, Offeror are only required to submit detailed back-up documentation about the eligibility verifications together with their certification form if the Offeror identifies adverse or negative results. If not, Offerors are free to mark the certification form accordingly and submit it to the appropriate recipient (although the Offeror must maintain records per the instructions below).

The Offeror shall verify that any individual, corporation, or other entity that has access to or is (or would be) a recipient of MCC Funding, including Offeror's staff, consultants, sub-contractors, vendors, suppliers, and grantees, is not listed on any of the following (or, in the case of #8 below, is not a national of, or associated in, any country appearing on such list):

1. System for Award Management (SAM) Excluded Parties List - <https://sam.gov/content/entity-information>
2. World Bank Debarred List - <https://www.worldbank.org/debarr>
3. US Treasury, Office of Foreign Assets Control, Specially Designated Nationals (SDN) List - <https://sanctionssearch.ofac.treas.gov/>
4. US Department of Commerce, Bureau of Industry and Security, Denied Persons List - <https://www.bis.doc.gov/index.php/the-denied-persons-list>
5. US State Department, Directorate of Defense Trade Controls, AECA Debarred List - <https://www.pmddtc.state.gov/ddtc_public?id=ddtc_kb_article_page&sys_id=c22d1833dbb8d300d0a370131f9619f0>
6. US State Department, Foreign Terrorist Organizations (FTO) List - <https://www.state.gov/foreign-terrorist-organizations/>
7. US State Department, Executive Order 13224 - <https://www.state.gov/executive-order-13224/>
8. US State Sponsors of Terrorism List - <https://www.state.gov/state-sponsors-of-terrorism/>

In addition to these lists, before providing any material support or resources to an individual or entity, the Offeror will also consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

Documentation of the process takes two forms. The Offeror should prepare a table listing each staff member, consultant, sub-contractor, vendor, supplier, and grantee working on the Contract, such as the form provided below.

|  |  |  |
| --- | --- | --- |
|  | Date Checked |  |
| Name | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Eligible (Y/N) |
| SAM Excluded Parties List | World Bank Debarred List | SDN List | Denied Persons List | AECA Debarred List | FTO List | Executive Order 13224 |
| Offeror (the firm itself) |  |  |  |  |  |  |  |  |
| Staff Member #1 |  |  |  |  |  |  |  |  |
| Staff Member #2 |  |  |  |  |  |  |  |  |
| Consultant #1 |  |  |  |  |  |  |  |  |
| Consultant #2 |  |  |  |  |  |  |  |  |
| Sub-Contractor #1 |  |  |  |  |  |  |  |  |
| Sub-Contractor #2 |  |  |  |  |  |  |  |  |
| Vendor #1 |  |  |  |  |  |  |  |  |
| Supplier #1 |  |  |  |  |  |  |  |  |
| Grantee #1 |  |  |  |  |  |  |  |  |

The Offeror should list the date on which the search was conducted using each eligibility verification source, and whether the staff member, consultant, sub-contractor, vendor, supplier, or grantee was determined to be eligible – that is, did not show up on any of the eligibility verification sources.

In addition, 1. SAM Excluded Parties List, 3. SDN List, and 5. AECA Debarred List are searchable databases that return a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility, the Consultant should print out and retain for each staff member, consultant, sub-contractor, vendor, supplier, or grantee the search results page for each eligibility verification source, which should read, *“Has Active Exclusion? No”* or *“No records found.”* (in the case of SAM Exclusion List), *“Your search has not returned any results.”* (in the case of SDN List), or *“No records in Statutorily Debarred Parties using that filter”* or *“No records in Admin Debarred Parties using that filter”* (in the case of AECA Debarred List). In the case of 2. World Bank Debarred List, Table 1: Debarred & Cross-Debarred Firms & Individuals will display a blank field that indicates no matching records have been found. For 4. Denied Persons List, 6. FTO List, and 7. Executive Order 13224, there is no searchable database provided, so the Consultant will review each static list and confirm it does not name the firms or individuals identified in the table above.

If an adverse record(s) has/have been found for one or more individuals or entities, including for the Offeror itself, the Offeror must conduct additional research to determine whether the finding is a “false positive” (such as an individual whose name matches the name of an individual listed on a sanctions list, but is a different person). If it is a false positive, the Offeror will mark the staff member, consultant, sub-contractor, vendor, supplier, or grantee as eligible, and retain the research confirming that eligibility.

If, any of the Offeror's personnel, consultants, sub-contractors, vendors, suppliers, or grantees are found to be ineligible at this stage, the Accountable Entity will determine whether it is possible under the circumstances to allow the Offeror to make a substitution. This determination will be made on a case by case basis and will require approval by MCC regardless of the estimated value of the proposed contract.

In addition, in accordance with MCC Procurement Policy and Guidelines, the Offeror must ensure that MCC Funding is not used for goods or services from a country, or from a firm that is organized in or has its principal place of business or a significant portion of its operations in a country, that is subject to country-based sanctions or other restrictions under the law of the United States, including U.S. designated State Sponsors of Terrorism (<https://www.state.gov/state-sponsors-of-terrorism/>).

All of these documents must be retained by the Offeror as part of the overall record of the Contract with the Accountable Entity for the duration of the Contract, and for the further period after the Contract expiration that is required for document retention under the Contract (typically five years after the expiration date of the Compact Program or Threshold Program). Access to these documents must be provided to the Accountable Entity, MCC, or their designees in accordance with the access provisions of the Contract, and to the USAID Office of Inspector General (responsible for oversight of MCC operations), upon request.

**Annex B “Additional Provisions,” Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions”**

1. The Contract Party, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources (as defined below) directly or indirectly to, or knowingly permit any funding (including without limitation MCC Funding) to be transferred to, any individual, corporation or other entity that such Party knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac), (ii) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, (iii) on the list maintained on [www.sam.gov](http://www.sam.gov), or (iv) on such other list as the Accountable Entity may request from time to time.

For purposes of this provision:

1. “Material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
2. “Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
3. “Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge

2. The Contract Party shall ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. Section 1956, 18 U.S.C. Section 1957, 18 U.S.C. Section 2339A, 18 U.S.C. Section 2339B, 18 U.S.C. Section 2339C, 18 U.S.C. Section 981, 18 U.S.C. Section 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under the Contract comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, the Accountable Entity, the Fiscal Agent, or the Bank, as may be applicable. The Contract Party shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in the MCC Procurement Policy and Guidelines that can be found on MCC’s website at www.mcc.gov. The Contract Party shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the Accountable Entity or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the Accountable Entity with a copy to MCC.

3. Other restrictions on the Contract Party shall apply as set forth in Section 5.4(b) of the Compact with respect to drug trafficking, terrorism, sex trafficking, prostitution, fraud, felony, any misconduct injurious to MCC or the Accountable Entity, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any Supplemental Agreement or that materially and adversely affects the Program Assets or any Permitted Account.

Section IV B. Financial Offer Forms

**Financial Offer Standard Forms shall be used for the preparation of the Financial Offer according to the instructions provided under Sub-clause 12.10 of Section I, Instructions to Offerors.**

***[Note to Accountable Entity:*** *Add additional forms as appropriate****]***

**Note:** Comments in brackets on the following pages serve to provide guidance for the preparation of the Financial Offer and therefore should not appear on the Financial Offers to be submitted.

[Form FIN-1. Financial Offer Submission Form 48](#_Toc141178041)

[Form FIN-2. Price Summary 49](#_Toc141178042)

[Form FIN-3. Breakdown of Price by Activity 50](#_Toc141178043)

[Form FIN-4. Breakdown of Remuneration 51](#_Toc141178044)

###

Form FIN-1. Financial Offer Submission Form

**[Location, Date]**

To: Head of Accountable Entity/Procurement Agent

Address:

Ladies and Gentlemen:

**Re: [insert title of assignment]**
**RFO Ref: insert reference as shown on cover page]**

We, the undersigned, offer to provide the consulting services for the above-mentioned assignment in accordance with your Request for Offers (RFO) dated **[Insert Date]** and our Technical Offer.

Our attached Financial Offer is for the [fixed] price of **[Insert amount(s) in words and figures; *amount must be the same with the Total Price in Form FIN-2*]**.

Our Financial Offer shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Offer, as indicated in Paragraph ITO 16.1 of the DS.

Commissions and gratuities paid or to be paid by us to agents relating to this Offer and Contract execution, if we are awarded the Contract, are listed below:**[[6]](#footnote-7)**

|  |  |  |
| --- | --- | --- |
| Name and Address of Agents | Amount and Currency | Purpose of Commission or Gratuity |
|  |  |  |
|  |  |  |

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

We acknowledge that our digital/digitized signature is valid and legally binding.

Yours sincerely,

|  |  |
| --- | --- |
| **Authorized Signatory** |  |
| **Name and title of Signatory** |  |
| **Name of Offeror** |  |

Form FIN-2. Price Summary

**Re: [insert title of assignment]
RFO Ref: [insert reference as shown on cover page]**

|  |  |
| --- | --- |
|  | Price1 |
| US$ | [Local Currency] |
| *Base Period (or Base Task)* |  |  |
| *Option Period (or Task) (1) [if applicable]* |  |  |
| *Option Period (or Task) (n) [if applicable]* |  |  |
| Total Price of Financial Offer (carried forward to Form FIN-1) |  |  |

*[****Note to Accountable Entity****: If the TOR is broken into base task/period and optional tasks/periods, list those base task/period and optional tasks/periods in the first column before releasing RFO. If there are no options, then a single row representing the total proposed price of the assignment is sufficient.]*

*[****Note to Accountable Entity****: If there are elements of cost which are not to be priced by the Offeror, but are to be reimbursed separately and will be the same for all Offerors, these should be identified on a separate line with instructions not to include the cost in the proposed price. If there are options and the cost would recur in those options, the line and accompanying instruction should be repeated under the row for each applicable option. (These types of costs are atypical.)]*

1. Indicate the total price to be paid by the Accountable Entity in each currency. Such total price must coincide with the sum of the relevant sub-totals indicated in Form FIN-3. (Tax provisions relevant to this RFO are set out in Section VI, General Conditions of Contract.)
2. If the RFO contains options, the options will be fully priced and evaluated at 100%.
3. Provide **fully loaded prices** (including any international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect costs, all required insurances, overhead, profits and any other expenses required to carry out the assignment successfully as per Terms of Reference and Conditions of Contract).
4. See DS ITO 12.10 regarding travel-related expenses, if applicable.

Form FIN-3. Breakdown of Price by Activity

**Not used**

Form FIN-4. Breakdown of Remuneration

**Re: [insert title of assignment]**

**RFO Ref: insert reference as shown on cover page]**

[Information to be provided in this form shall only be used to establish price reasonableness and to establish payments to the Offeror for possible additional services requested by the Accountable Entity.]

|  |  |  |
| --- | --- | --- |
| Name2 | Position3 | Person-Month Fully Loaded Rate4 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Foreign Staff |  |  | US$ | **[Local Currency]** |
|  |  | Home |  |  |
|  |  | Field |  |  |
|  |  | Home |  |  |
|  |  | Field |  |  |
|  |  | Home |  |  |
|  |  | Field |  |  |
| Local Staff |  |  |  |  |
|  |  |  |  |  |
|  |  |
|  |  |  |  |  |
|  |  |
|  |  |  |  |  |
|  |  |

1. "Home" means any location outside Client's country; "Field" means Client's country.
2. Form FIN-4 shall be filled in for the same Key Professional Personnel and other Personnel listed in Forms TECH-8 and 9.
3. Professional Personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff).
4. Positions of the Key Professional Personnel shall coincide with the ones indicated in Forms TECH-8 and 9.
5. For foreign staff, indicate separately person-month rates for home and field work. Provide fully loaded prices (including international travel, communication, local transportation, office expenses, and shipment of personal effects, direct and indirect costs, all required insurances, overhead, profits and any other expenses required to carry out the assignment successfully as per Terms of Reference and Conditions of Contract).
6. See DS ITO 12.10 regarding travel-related expenses, if applicable.

Section V. Terms of Reference (ToR)

*[****Note to Accountable Entity:*** *Insert here the Terms of Reference for the specific Services to be provided by the Offeror and Activities to be provided or performed by the Parties to the Contract]*

# PART 2:CONTRACT DOCUMENTS

Section VI. General Conditions of Contract

The General Conditions of Contract are available [**here**](https://www.mcc.gov/resources/doc/sbd-sub-cs-qcbs-gcc-29sep2023). Offerors **must download and review** before submitting a bid.

Section VII . Special Conditions of Contract (SCC)

**SPECIAL CONDITIONS OF CONTRACT**

|  |
| --- |
| Amendments of, and Supplements to, Clauses in the General Conditions of Contract of this Contract |
| **GCC 1.1** | (b) “Applicable Law” means the laws and any other instruments having the force of law in **[Country]**, as they may be issued and in force from time to time.(e) “Client's Country” means the country of **[Country]**.(n) “Local Currency” means **[insert local currency]**. |
| **GCC 3.1** | This Contract shall be executed in the English language Yes **[ ]** No **[ ]** and in **[Local Language]** Yes **[ ]** No **[ ]**. |
| **GCC 4.1** | The addresses for serving notices under this Contractare:For the Client:**[full legal name of the Client]** Att.: Address:Email: For the Consultant: |
| **GCC 8.1** | The Member in charge is **[insert name of member]*****[Note: If the Consultant consists of a joint venture or another association of more than one entity, the name of the entity whose address is specified in SCC 9.1 should be inserted here. If the Consultant consists only of one entity, this is not applicable.]*** |
| **GCC 9.1** | The Authorized Representatives are:Forthe Client:**[full legal name of the Client]**Att.: **[Name of the Client Representative]**Address:Email: For the Consultant: |
| **GCC 10.3** | Written notification to the Clientof adjustments **[is] [is not]** required. |
| **GCC 10.5** | A resident project manager **[shall] [shall not]** be required for the duration of this Contract. |
| **GCC 13.2** | 1. All disputes, controversies or claims arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, that cannot be settled amicably by the Parties within thirty (30) days of notification of such dispute, controversy or claim to the other Party or Parties, shall be finally settled in accordance with the International Chamber of Commerce Rules of Arbitration (the “***ICC Rules***”) and each of the Parties hereby consents to the jurisdiction of the International Chamber of Commerce (“***ICC***”) and to arbitration thereunder. The Parties further stipulate that:
2. the language to be used in the arbitral proceedings shall be English.
3. unless otherwise agreed by the Parties, the number of arbitrators shall be three (3), with such arbitrators to be nominated in accordance with the following:
	1. each Party shall nominate one (1) arbitrator within the period for nominating the arbitrator specified in the ICC Rules, and the two (2) arbitrators thus nominated shall, within thirty (30) days after the nomination of the second (2nd) arbitrator, nominate the third (3rd) arbitrator, who shall chair the arbitral panel. If a Party fails to timely nominate an arbitrator, the ICC shall appoint that Party’s arbitrator within thirty (30) days after the date on which that Party’s nomination came due. If the first two (2) arbitrators fail to timely nominate the third (3rd) arbitrator, the ICC shall appoint the third (3rd) arbitrator within thirty (30) days after the date on which the nomination of the third (3rd) arbitrator came due;
	2. if multiple parties initiate or respond to arbitration proceedings, they shall jointly nominate an arbitrator in accordance with this clause GCC 13.2 (a)(ii)(A) as though a single Party; and
	3. the third (3rd) arbitrator nominated or appointed pursuant to this clause GCC 13.2 (a)(ii)(A) shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the home country of a Party, nor shall any such arbitrator be a shareholder, director, employee, agent, or contractor or former shareholder, director, employee, agent, or contractor of a Party. For purposes of this paragraph (C) “home country” means any of: (1) the country of incorporation of Consultant; or (2) the country in which Consultant’s principal place of business is located; or (3) the country of nationality of a majority of Consultant’s shareholders; or (4) the country of nationality of any sub-consultants concerned, where the dispute involves a subcontract; and "Consultant" means the Consultant, or in the case of a joint venture or other association, both the Consultant and any Member or Members constituting the Consultant;
4. the seat (legal place) of arbitration is New York City, New York, United States of America. The Parties agree that all hearings and meetings shall be held and conducted in [New York City, New York/London, England/Singapore City, Singapore].[[7]](#footnote-8)
5. The Parties agree that the marshalling of evidence, pre-hearing disclosure, and examination of witnesses and experts authorized by Article 25 of the ICC Rules, shall be construed by the tribunal to allow any Party to request the production of documents and other information that is reasonably calculated to lead to the discovery of evidence that is relevant to any claim or defense relating to the dispute, including by the following means:
6. written interrogatories;
7. requests for production of documents, including production of electronically stored information in a convenient electronic format in accordance with the International Bar Association Rules; and
8. a reasonably sufficient number of oral depositions appropriate for the subject matter of the dispute, including the deposition of a representative designated by an entity as its agent to testify as to specific maters on its behalf;

and to allow the non-requesting Party to object to such request, in which case the tribunal shall issue a ruling on such request.1. Each Party shall use reasonable endeavors to ensure that its advisors, agents, and contractors are available for any depositions and other discovery mechanisms that are ordered by the tribunal.
2. Each Party shall be responsible for its own legal fees and related costs in connection with any arbitration.
3. The decision of the arbitrators shall be final and binding upon the Parties and shall not be subject to appeal.
4. Any Party may petition any court having jurisdiction to enter judgment upon the arbitration award. At the request of any of the Parties, the arbitrators shall seek to have such arbitration award filed with any court so requested by a Party.
5. The arbitral award shall be made and payable in United States Dollars, and the award shall be grossed up for tax unless the amount paid would have been subject to tax if paid in the normal course.
6. The Parties waive their rights to claim or recover, and the arbitrators shall not award, any punitive, multiple, or other exemplary damages, whether statutory or common law (except to the extent such damages (1) have been awarded to a third party and are subject to allocation among the Parties; or (2) are expressly contemplated to be paid under the terms and conditions of this Contract).
7. The Parties agree, pursuant to Article 7 of the ICC Rules, that the tribunal may join additional parties to the arbitration after the nomination, confirmation or appointment of arbitrators. Any third party joining or seeking to intervene in an arbitration already initiated shall be deemed to consent to the arbitrators already nominated, confirmed or appointed. The Parties further agree that the arbitral tribunal may consolidate an arbitration arising out of or relating to this Contract, whether between the Parties or between a Party and any third-party consenting to the arbitration, with any arbitration arising out of or relating to this Contract if the subject matter of the disputes arises out of or relates to essentially the same facts or transactions. Such consolidated arbitration shall be determined by the tribunal appointed for the arbitration proceeding that was commenced first in time.
8. The Parties may seek emergency, preliminary, temporary, interim, or conservatory measures in accordance with Article 29 of the ICC Rules.
9. The pendency of a dispute shall not in and of itself relieve any Party of its duty to perform under this Contract, and each Party shall continue to perform its obligations, unless the Parties otherwise agree, and shall have the right to exercise its rights, under this Contract pending resolution of such dispute.

MCC has the right to be an observer to any arbitration proceeding associated with this Contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding. Whether or not MCC is an observer to any arbitration associated with this Contract, the Parties shall provide MCC with written English transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (1) each such proceeding or hearing or (2) the date on which such award is issued. MCC may enforce its rights under this Contract in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel. |
|  | ***[Note: The following provision concerning MCC’s right to be included as an observer in any arbitration proceeding is to be included in all Contracts]***7. MCC Right to Observe. MCC has the right to be an observer to any arbitration proceeding associated with this Contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding. Whether or not MCC is an observer to any arbitration associated with this Contract, the Parties shall provide MCC with written English transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (a) each such proceeding or hearing or (b) the date on which any such award is issued. MCC may enforce its rights under this Contract in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel. |
| **GCC 16.1** | This Contract shall enter into force on the date of signing of the Contract by both parties.ORThis Contract shall enter into force on **[insert date].*****[Note: delete whichever is not appropriate]***. |
| **GCC 16.2** | The Effective Date shall be **[insert date]**. |
| **GCC 16.3** | The Contract shall expire on **[insert date]**. |
| **GCC 17.1** | The amount of the [fixed] price Contract is **XXXXX [US Dollars] OR XXXXX [Local Currency] OR XXXXX [US Dollars] and XXXXX [Local Currency]** (the “Contract Price”).The accounts are:For US Dollars: **[insert account number]**For Local Currency: **[insert account number]** |
| **GCC 17.3** | Payments for the deliverables shall be made according to the following schedule of percentages of the amounts included in the Contract: **[insert payment schedule. This could be percentages in the RFO but actual amounts in the contract]** |
| **GCC 17.5** | The interest rate to be applied in the case of late payments is the Federal Funds Rate as stated on the website: <http://www.federalreserve.gov/releases/h15/current/default.htm> |
| **GCC 34.1** | **[the Client to state here any further restrictions on the use of documents]*****[Note: If there are no additional restrictions on the use of documents, this is not applicable]*** |
| **GCC 35.1** | **[the Client to state here any additional provisions to the Consultant’s liability under this Contract.]*****[Note: If there are no additional provisions to the Consultant’s liability under the Contract, this SCC 35.1 should be deleted from the Contract]*** |
| **GCC 36.1** | The risks and the minimum coverage shall be as follows:1. third party motor vehicle liability insurance in respect of motor vehicles operated in [Country] by the Consultant or its Personnel or any Sub-Consultants or their Personnel, as required by the Applicable Law;
2. third party liability insurance, with a minimum coverage of [insert amount and currency];
3. professional liability insurance, with a minimum coverage of 110% of Contract Price and enforceable in the Client's country as confirmed by the insurer;
4. employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
5. insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

***[Note: Delete what is not applicable.]*** |
| **GCC 38.1** | **[the Client to state here any additional actions by the Consultant that require the Client’s prior approval.]*****[Note: If there are no additional actions on the part of the Consultant that require the Client’s prior approval, this is not applicable]*** |
| **GCC 41.1** | **[the Client to list here any equipment, vehicles or materials that would become the property of the Client; otherwise, state "Not applicable"]** |
| **GCC 43.1** | **[the Client to state here any assistance it will or will not provide the Consultant in addition to those points stated in GCC Sub-clause 43.1.]*****[Note: If there are no additions or changes to the assistance the Client will provide under GCC Sub-clause 43.1, this is not applicable]*** |

Section VIII . Contract Forms and Annexes

The Contract Forms and Annexes are available [**here**](https://www.mcc.gov/resources/doc/sbd-sub-cs-qcbs-cfa-29sep2023). Offerors **must download and review** before submitting a bid.

1. World Bank copyright http://www.worldbank.org [↑](#footnote-ref-2)
2. Available at [www.mcc.gov/resources/doc/policy-fraud-and-corruption](http://www.mcc.gov/resources/doc/policy-fraud-and-corruption) [↑](#footnote-ref-3)
3. World Bank, African Development Bank, Asian Development Bank, Inter-American Development Bank, and European Bank of Reconstruction and Development. [↑](#footnote-ref-4)
4. “MCC-Funded Contract” is defined as a contract signed by an Accountable Entity or Core Team, as opposed to a contract signed by MCC, under the provisions of MCC’s Procurement Policy and Guidelines, and using funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding. [↑](#footnote-ref-5)
5. “MCC Funding” is defined as funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding [↑](#footnote-ref-6)
6. If not applicable, replace this paragraph with “No commissions or gratuities have been or are to be paid by us to agents relating to this Offer and Contract execution”. [↑](#footnote-ref-7)
7. *[Designated based on geographic location of the Accountable Entity: For entities based in the Americas, hearings should be held in New York, U.S. For entities in Africa and Eastern Europe, hearings should be held in London, England. For entities in Asia, hearings should be held in Singapore.]* [↑](#footnote-ref-8)