

**Standard Bidding Document**

**Procurement of Consulting Services**

**for**

**a Time and Materials Contract**

**Date: January 1, 2024**

**Foreword**

This Standard Request for Offers for the Procurement of Consulting Services using a Time and Materials Contract 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 Accountable Entity 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

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**Instruction to Consultants**

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| --- | --- | --- |
| 1. General | | |
| In Part 1 (Selection Procedures) of this Request for Offers, the following words and expressions shall have the meanings stated below. These definitions shall not apply to any words or expressions in the sections that make up Part 2 (Contract Documents) of this RFO, in which such words and expressions shall have the meanings stated in GCC Sub-clauses 1.1 and 2.1 unless otherwise specified.  Throughout this RFO if the context so requires, words indicating the singular also include the plural and vice versa, and the feminine means the masculine and vice versa. | | |
|  | 1. “Accountable Entity” means the entity designated by the Government to implement the Compact or Threshold Program, **identified in the DS.** 2. “Addendum” means a modification to this RFO issued by the Accountable Entity. 3. “Associate” means any entity that is a member of the Association that forms the Consultant. A Sub-Consultant is not an Associate. 4. “Association” or “Joint Venture” or “JV” means an association of entities that forms the Consultant, with or without a legal status distinct from that of its members. 5. “Compact” means the Millennium Challenge Compact **identified in the DS**. 6. “Compact Development Funding Agreement” or “CDF Agreement” means the Compact Development Funding Agreement **identified in the DS**. 7. “confirmation” means confirmation in writing. 8. “Consultant” means any legal entity that provides the Services to the Accountable Entity under the Contract. 9. “Contract” means the contract proposed to be entered into between the Accountable Entity and the Consultant, including all attachments, annexes, and all documents incorporated by reference therein, a form of which is included in Part 2 of this RFO. 10. “*daily rate*” means the rate(s) prescribed in the Contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are:   (1) Performed by the Consultant;  (2) Performed by the Sub-consultants; or  (3) Transferred between divisions, subsidiaries or affiliates of the Consultant under a common control.   1. “days” refers to calendar days, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in the Accountable Entity country and excludes the official public holidays. 2. "Financial Offer" has the meaning given the term in ITO Sub-clause 12.10. 3. “Fiscal Agent” means any entity that provides services to the Accountable Entity under the terms of the Fiscal Agent Agreement. 4. “GCC” means the General Conditions of Contract. 5. “Government” means the Government **identified in the DS**. 6. “IFC Performance Standards” means the International Finance Corporation’s Performance Standards on Environmental and Social Sustainability. 7. “Implementing Entity” means a Government affiliate **identified in the DS** engaged by the Accountable Entity for the purposes of Compact implementation. 8. “Instructions to Offerors” or “ITO” means Section I of this RFO, including any amendments, which provides Offerors with information needed to prepare their Offers. 9. “in writing” means communicated in written form (e.g., by paper, mail, facsimile, e-mail or other electronic means). 10. "Key Professional Personnel" means the Key Professional Personnel identified pursuant to ITO Sub-clause 12.5(d). 11. “Millennium Challenge Corporation” or “MCC” means a United States Government corporation, acting on behalf of the United States Government. 12. “MCC Funding” means the funding MCC has made available to the Government pursuant to the terms of the Compact. 13. “*MCC’s AFC Policy*” has the meaning provided in ITO Clause 3. 14. “*MCC Counter-Trafficking in Persons Policy*” means the policy identified in ITO Clause 4. 15. “*MCC Gender Policy*” means the MCC Gender Policy and its amendments updated from time to time on the MCC website at https://www.mcc.gov/ 16. “*MCC Procurement Policy and Guidelines*” or “MCC PPG” means the *MCC Accountable Entity Procurement Policy and Guidelines* and its amendments posted from time to time on the MCC website at [www.mcc.gov/ppg](http://www.mcc.gov/ppg). 17. “Offer”  means an offer for the provision of the Services submitted by an Offeror in response to this RFO. The words “Offer” and “bid” may be used interchangeably. 18. “Offeror” means any eligible entity or person, including any associate of such eligible entity or person that submits an Offer. The word “Consultant” may also be used to indicate the Offeror. 19. Other Direct Costs (e.g.. incidental services for which there is not a labor category specified in the contract, 20. “DS” means the Data Sheet, in Section II of this RFO, used to reflect specific requirements and/or assignment conditions. 21. “Personnel” means Key Professional Personnel and additional staff to be provided by the Consultant, or by any Sub-Consultants, or Associates that are assigned to perform the Services or any part thereof. 22. "Pre-Offer Conference" means the pre-proposal conference **specified in DS ITO Clause 1.3**, if any. 23. “Offer” means the Technical Offer and the Financial Offer for the provision of the Services submitted by a Consultant in response to this RFO. 24. “RFO” means this Request for Offers, including any amendments that may be made, prepared by the Accountable Entity for the selection of the Consultant. 25. “SCC” means the Special Conditions of Contract. 26. “Services” means the tasks to be performed by the Consultant pursuant to the Contract. 27. Sexual harassment is defined in the *Guidance Note to MCAs on Sexual Harassment* available at www.mcc.gov. 28. “Sub-Consultant” means any person or legal entity with whom the Consultant subcontracts any part of the Services. 29. “Taxes” has the meaning given the term in the Compact, or CDF Agreement, or Threshold Program Grant Agreement. 30. “TEP” means the Technical Evaluation Panel, selected for the purpose of evaluating the Offers received, that submits a report with recommendation for award of the Contract for which this RFO is being issued. 31. "Technical Offer" has the meaning given the term in ITO Sub-clause 12.5. 32. “Terms of Reference” or “TOR” means the document included in this RFO as Section V, which explains the objectives; scope of work; activities; tasks to be performed, respective responsibilities of the Accountable Entity and the Consultant; and expected results and deliverables of the assignment. 33. “Threshold Program Grant Agreement” means the Threshold Program Grant Agreement **identified in the DS.** 34. “Time and Materials” contract is an agreement between two or more parties describing the rough scope of a task based on an agreed fixed wage plus the cost of materials to complete the task. 35. “Trafficking in Persons” or “TIP” has the meaning given to the term in the *MCC PPG*. 36. Ultimate Beneficial Owner” means an individual who (i) directly or indirectly controls more than 10% of the shares of the company; or (ii) directly or indirectly controls more than 10% of the voting rights of the company; or (iii) has the right to appoint a majority of the board of directors. |
| 1. Scope of RFO | The Accountable Entity will select an Offeror in accordance with the selection method **specified in the DS.** |
|  | Offerors are invited to submit a Technical Offer and a Financial Offer for the Services required for this assignment as **named in the DS**. The Offer will be the basis for Contract negotiations and ultimately for a signed Contract with the selected Offeror. |
|  | Offerors should familiarize themselves with local conditions and take them into account in preparing their Offers. To obtain first-hand information on the assignment and local conditions, Offerors are encouraged to attend a Pre-Offer Conference if one is **specified in the DS**. Attending any Pre-Offer Conference is strongly advised, but not mandatory. Attending any Pre-Offer Conference and/or a site visit shall not be taken into account for the purpose of evaluation of Offers. |
|  | The Accountable Entity will timely provide, at no cost to the Consultant, the inputs and facilities **specified in the DS**, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports. No other inputs will be provided. Therefore, an Offeror shall plan to cover all incurred expenses that may be foreseen to initiate and sustain the Services in a timely manner, including but not limited to office space, communication, insurance, office equipment, travel, etc. not otherwise **specified in the DS**. |
|  | The Accountable Entity is not bound to accept any Offer, and reserves the right to cancel the procurement at any time prior to Contract award, without thereby incurring any liability to any Offeror. |
| 1. Source of Funds | The United States of America, acting through MCC and the Government have entered into the Compact. The Government, acting through the Accountable Entity, intends to apply a portion of the MCC Funding to eligible payments under the Contract. Any payments made under the Contract with MCC Funding will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use and distribution of MCC Funding. No party other than the Government and the Accountable Entity shall derive any rights from the Compact or have any claim to any proceeds of MCC Funding. The Compact and its related documents can be found on the MCC website ([www.mcc.gov](http://www.mcc.gov)) or on the website of the Accountable Entity. |
| 1. Fraud and Corruption | MCC requires that all beneficiaries of MCC Funding, including the Accountable Entity and any offerors, suppliers, contractors, subcontractors, consultants and sub-consultants, and non-consulting services providers under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts. *MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations* (“MCC’s AFC Policy”) is applicable to all procurements and contracts involving MCC Funding and can be found on the MCC website. This Policy requires that companies and entities receiving MCC funds acknowledge notice of MCC’s AFC Policy and certify to the Accountable Entity that they have acceptable commitments and procedures in place to address the potential for fraud and corruption.   1. For the purposes of these provisions, the terms set forth below are defined as follows 2. “***coercion***”means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to influence improperly the actions of a party in connection with the implementation of any contract supported, in whole or in part, with MCC Funding, including such actions taken in connection with a procurement process or the execution of a contract; 3. “***collusion***” means a tacit or explicit agreement between two or more parties to engage in coercion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption, or a prohibited practice, including any such agreement designed to fix, stabilize, or manipulate prices or to otherwise deprive the Accountable Entity of the benefits of free and open competition; 4. “***corruption***”means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official, Accountable Entity staff, MCC staff, consultants, or employees of other entities engaged in work supported, in whole or in part, with MCC Funding, including such work involving taking or reviewing selection decisions, otherwise advancing the selection process or contract execution, or the making of any payment to any third party in connection with or in furtherance of a contract; 5. “***fraud***” means any act or omission, including any misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party in order to obtain a financial or other benefit in connection with the implementation of any contract supported, in whole or in part, with MCC Funding, including any act or omission designed to influence (or attempt to influence) a selection process or the execution of a contract, or to avoid (or attempt to avoid) an obligation; 6. “***obstruction of investigation into allegations of fraud or corruption”***means any act taken in connection with the implementation of any contract supported, in whole or in part, with MCC funding: (a) that results in the deliberate destroying, falsifying, altering or concealing of evidence or making false statement(s) to investigators or any official in order to impede an investigation into allegations of coercion, collusion, corruption, fraud, or a prohibited practice; or (b) that threatens, harasses, or intimidates any party to prevent him or her from either disclosing his or her knowledge of matters relevant to an investigation or from pursuing the investigation; or (c) that is intended to impede the conduct of an inspection and/or the exercise of audit rights of MCC and/or the Office of the Inspector General (OIG) responsible for MCC provided under the Compact, Threshold Program agreement, or related agreements 7. “***prohibited practice***” means any action that violates Section E (Compliance with Anti-Corruption Legislation), Section F (Compliance with Anti-Money Laundering Legislation), and Section G (Compliance with Terrorist Financing Legislation and Other Restrictions) of the Annex of Additional Provisions that will be made a part of MCC-funded contracts. 8. The Accountable Entity will reject an Offer (and MCC will deny approval of a proposed Contract award) if it determines that the Offeror recommended for award has, directly or through an agent, engaged in coercion, collusion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption, or prohibited practices in competing for the Contract. 9. MCC and the Accountable Entity have the right to sanction an Offeror, a Consultant or Sub-consultant, including declaring such party ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if at any time either the Accountable Entity or MCC determines that such party has, directly or through an agent, engaged in coercion, collusion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption, or prohibited practices in competing for, or in executing, such a contract. 10. Per PPG MCC and the Accountable Entity have the right to require any Offeror, Consultant or Sub-consultant to permit the Accountable Entity, MCC, or any designee of MCC, to inspect their accounts, records and other documents relating to the submission of an Offer or performance of an MCC-funded contract and to have them audited by auditors appointed by MCC or by the Accountable Entity with the approval of MCC. 11. In addition, MCC has the right to cancel any portion or all of the MCC Funding allocated to the Contract if it determines at any time that representatives of a beneficiary of MCC Funding engaged in coercion, collusion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption, or prohibited practices during the selection process or the execution of an MCC-funded contract, without the Accountable Entity having taken timely and appropriate action satisfactory to MCC to remedy the situation. |
| 1. Environmental and Social Requirements |  |
| ****Trafficking in Persons**** | MCC has a zero tolerance policy with regard to Trafficking in Persons (“TIP”). TIP is the crime of using force, fraud, and/or coercion to exploit another person. TIP can take the form of domestic ser­vitude, peonage, forced labor, sexual servitude, bonded labor, and the use of child soldiers. This practice deprives people of their human rights and freedoms, increases global health risks, fuels growing networks of organized crime, and can sustain levels of poverty and impede development. MCC is committed to working with partner countries to ensure appropriate steps are taken to prevent, mitigate, and monitor TIP risks in the countries it partners with and projects it funds.  The Additional Provisions (Annex B of the Contract) of this RFO may set out certain prohibitions, Consultant requirements, remedies and other provisions that will be made a binding part of any Contract that may be entered into. As such, those provisions, if included, should be given careful consideration.  Additional information on MCC’s requirements aimed at combating TIP can be found in *MCC Counter-Trafficking in Persons Policy* (“C-TIP Policy”) that can be found on MCC’s website (<https://www.mcc.gov/resources/doc/policy-counter-trafficking-in-persons-policy>). All contracts funded by MCC are required to comply with MCC’s C-TIP Policy’s Minimum Compliance Requirements. Contracts for projects categorized by MCC as high-risk for TIP are required to implement a TIP Risk Management Plan (which is to be developed by the Accountable Entity and implemented by the Consultant). |
| MCC Environmental Guidelines and IFC Performance Standards | The Offerors and the Consultant shall ensure that their activities, including any activities carried out by Sub-consultants, under the Contract comply with MCC’s Environmental Guidelines (as such term is defined in the Compact or related agreement, which are available at http://www.mcc.gov), and are not “likely to cause a significant environmental, health, or safety hazard” as defined in such Environmental Guidelines. The Offerors and the Consultant are also required to comply with IFC Performance Standards for the purposes of this contract. Additional information on the IFC Performance Standards can be found here: <http://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/policies-standards/performance-standards>. |
| 1. Eligible Consultants | The eligibility criteria set forth in this section will apply to the Offerors, including all parties constituting the Offerors, for any part of the Contract, including related services. |
|  | An Offeror may be a private entity, certain government-owned entities (in accordance with *MCC PPG*), or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement of association in the form of a joint venture or other association. |
|  | An Offeror, all parties constituting the Offeror, and any Sub-consultants for any part of the Contract, including related services, may have the nationality of any country, subject to the nationality restrictions specified in this ITO Clause 5. An entity will be deemed to have the nationality of a country if such entity is constituted, incorporated, or registered in, and operates in conformity with, the provisions of the laws of that country.  Offerors must also satisfy the eligibility criteria contained in the MCC PPG governing MCC-funded procurements under the Compact. In the case where an Offeror intends to join with an Associate or sub-contract part of the Contract, then such Associate or Sub-consultant shall also be subject to the eligibility criteria set forth in this RFO and the MCC PPG. |
|  | No full-time key professional personnel of a consultant currently contracted by any Accountable Entity shall be proposed to work as, or on behalf of, any Offeror. In the case where an Offeror seeks to engage such full-time key professional personnel, it should seek the written approval from the Accountable Entity for the inclusion of such a person, prior to the Offeror’s submission of its Offer. |
| Government-Owned Enterprises | Not applicable to consulting services. |
| Joint Ventures or Associations | In the case where an Offeror is, or proposes to be, a joint venture or other Association (a) all members 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. |
| Conflict of Interest | An Offeror shall not have a conflict of interest. All Offerors found to have a conflict of interest shall be disqualified, unless the conflict of interest has been mitigated and the mitigation is approved by the Accountable Entity after receiving a "no-objection" from MCC. Consultants shall provide professional, objective, and impartial advice and at all times hold the interests of the Accountable Entity paramount, strictly avoid conflicts of interest, including conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Offerors shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Accountable Entity. Without limitation on the generality of the foregoing, an Offeror, including all parties constituting the Offeror and any Sub-Consultants and suppliers for any part of the Contract, including related services, and their respective Personnel and affiliates, may be considered to have a conflict of interest and disqualified or terminated if they:   1. have at least one controlling partner in common with one or more other parties in the procurement process contemplated by this RFO; or 2. have the same legal representative as another Offeror for purposes of this Offer; or 3. have a relationship, directly or through common third parties, that puts them in a position to have access to information about or influence over the Offer of another Offeror, or influence the decisions of the Accountable Entity regarding the selection process for this procurement; or 4. participate in more than one Offer in this process; participation by an Offeror or any party constituting the Offeror in more than one Offer will result in the disqualification of all Offers in which the party is involved; however, this provision does not limit the inclusion of the same Sub-Consultant in more than one Offer; or 5. are themselves, or have a business or family relationship with, (i) a member of the Accountable Entity’s board of directors or staff, (ii) the project’s implementing entity’s staff, or (iii) the Procurement Agent or Fiscal Agent (as defined in the Compact or related agreements) hired by the Accountable Entity in connection with the Compact, any of whom is directly or indirectly involved in any part of (A) the preparation of this RFO, (B) the selection process for this procurement, or (C) supervision of the Contract, unless the conflict stemming from this relationship has been resolved in a manner approved by the Accountable Entity after receiving a "no-objection" from MCC; or 6. any of their affiliates have been or, at present, are engaged by the Accountable Entity in the capacity of the Implementing Entity, Procurement Agent, Fiscal Agent, or Auditor under the Compact.   A Consultant that has been engaged by the Accountable Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or services other than consulting services resulting from or directly related to such consulting services for such preparation or implementation. For example, a Consultant hired to prepare terms of reference for an assignment should not be hired for the assignment in question. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery. |
|  | Offerors have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Offeror or the termination of the Contract.  The Consultant shall not receive any remuneration in connection with the Services except as provided in the Contract. The Consultant and each of its personnel, Sub-consultants, and affiliates shall not engage in consulting or other activities that conflict with the interest of the Accountable Entity under the Contract. The Contract shall include provisions limiting future engagement of the Consultant in other services resulting from or directly related to the Services in accordance with the requirements of the MCC PPG. |
| Government Employees | The following restrictions shall apply (in each case subject to the limited exception set forth in ITO Sub-Clause 5.12 (f) below):   1. No member of the Accountable Entity’s board of directors or current employees of the Accountable Entity (whether part time, or full time, paid or unpaid, in leave status, etc.) shall be proposed or work as, or on behalf of, any Offeror. |
|  | 1. Except as provided in ITO Sub-clause 5.12 (d), no current employees of the Government shall work as Consultants or as Personnel under their own ministries, departments or agencies. |
|  | 1. Recruiting former Accountable Entity or Government employees to perform services for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. |
|  | 1. If an Offeror proposes any Government employee as Personnel in their Technical Offer, such Personnel must have written certification from the Government confirming that: (i) they will be on leave without pay from the time of their official Offer submission and will remain on leave without pay until the end of their assignment with the Consultant and they are allowed to work full-time outside of their previous official position; or (ii) they will resign or retire from Government employment on or prior to the Contract award date. Under no circumstances shall any individuals described in (i) and (ii) be responsible for approving the implementation of this Contract. Such certification shall be provided to the Accountable Entity by the Offeror as part of its Technical Offer. 2. No employee of any MCC-funded accountable entity in any other country that is responsible for managing or administering any contract, grant, or other agreement between the Offeror and such other MCC-funded accountable entity shall be proposed or work as, or on behalf of, the Offeror. |
|  | 1. In the case where an Offeror seeks to engage the services of any person falling under ITO Sub-clauses 5.12 (a) – 5.12 (e), who may have left the Accountable Entity (or such other MCC-funded accountable entity, as the case may be) within a period of less than twelve (12) months of the date of this RFO, it must obtain a “no-objection” from the Accountable Entity for the inclusion of such a person, prior to the submission of its Offer. The Accountable Entity must also obtain a “no-objection’ from MCC before replying to the Offeror on any related correspondence. |
| Ineligibility and Debarment | An Offeror or a Consultant, all parties constituting the Offeror or the Consultant, and any Sub-Consultants and suppliers for any part of the Contract, including related services, and their respective Personnel and affiliates, will not be any person or entity under (a) a declaration of ineligibility for engaging in coercion, collusion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption or prohibited practices as contemplated by ITO Sub-clause 3.1 above, or (b) that has been declared ineligible for participation in a procurement in accordance with the procedures set out in the MCC PPG that can be found on MCC’s website at [www.mcc.gov/ppg](http://www.mcc.gov/ppg). This would also remove from eligibility for participation in this procurement any entity that is organized in, or has its principal place of business or a significant portion of its operations in, any country that is subject to sanctions or restrictions by law or policy of the United States.  An Offeror, a Consultant, all parties constituting the Offeror or the Consultant, and any Sub-Consultants and suppliers for any part of the Contract, including related services, and their respective Personnel and affiliates not otherwise made ineligible for a reason described in this ITO Clause 5 will nonetheless be excluded if:   1. as a matter of law or official regulation, the Government prohibits commercial relations with the country of the Offeror or Consultant (including any Associates, Sub-Consultants, and suppliers and any respective affiliates); or 2. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from the country of the Offeror or Consultant (including any Associates, Sub-Consultants, and suppliers and any respective affiliates) or any payments to entities in such country; or 3. such Offeror or Consultant, any parties constituting the Offeror or Consultant, any Sub-Consultant or supplier or their respective Personnel or affiliates are otherwise deemed ineligible by MCC pursuant to any policy or guidance that may, from time to time, be in effect as posted on MCC’s website. |
|  | For all procurements with an estimated value of US$750,000 and above, the Accountable Entity may use the information on the Offerors' Ultimate Beneficial Owners (UBO) or corporate ownership structure to review if any UBOs are sanctioned or present a conflict of interest. Offerors are required to complete and submit the relevant Beneficial Ownership Disclosure Form using for this purpose the form included in Section IV. Offerors who fail to complete the form may have their Offers rejected. Offerors or fail to submit supporting documents at the request of the Accountable Entity will have their Offers rejected. |
| Evidence of Continued Eligibility | Offerors shall provide such evidence of their continued eligibility in a manner satisfactory to the Accountable Entity, as the Accountable Entity shall reasonably request. |
| Unfair Advantage | If an Offeror has gained an unfair competitive advantage because of its access to information in the context of another assignment, that Offeror may not be disqualified from participation in a subsequent procurement if the unfair competitive advantage can be adequately mitigated. |
| Commissions and Gratuities | An Offeror will furnish information on commissions and gratuities, if any, paid or to be paid relating to this procurement or its Offer and during performance of the Contract if the Offeror is awarded the Contract, as requested in this RFO. |
| 1. Origin of Goods and Consulting Services | Goods supplied and consulting services provided under the Contract may originate from any country, subject to the same restrictions specified for Offerors (including their Associates, if any), their Personnel and Sub-Consultants set forth in ITO Clause 5. |
| 1. Contents of RFO | | |
| 1. Sections of RFO | This RFO consists of Parts 1 and 2, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITO Clause 9.  **Part 1 Selection Procedures**   * Section I. Instructions to Offerors (ITO) * Section II. Data Sheet (DS) * Section III. Qualification and Evaluation Criteria * Section IV. A. Technical Offer Forms * Section IV. B. Financial Offer Forms * Section V. Terms of Reference   **Part 2 Contract Docume**nts   * Section VI. General Conditions of Contract (GCC) * Section VII. Special Conditions of Contract (SCC) * Section VIII. Contract Forms and Annexes   The Letter of Invitation requesting Offers issued by the Accountable Entity is not part of the RFO.  Unless obtained directly from the Accountable Entity, the Accountable Entity is not responsible for the completeness of this RFO, responses to requests for clarification, the Minutes of the Pre-Offer Conference (if any), or Addenda to the RFO. In case of any contradiction, documents obtained directly from the Accountable Entity shall prevail.  The Offeror is expected to examine all instructions, forms, terms, and Terms of Reference in this RFO. Failure to furnish all information or documentation required by this RFO may result in the rejection of the Offer. |
| 1. Clarification of RFO | A prospective Offeror requiring any clarification of this RFO shall contact the Accountable Entity in writing, at the Accountable Entity’s address **indicated in the DS**. The Accountable Entity will respond in writing to any request for clarification, provided that such a request is received no later than the date **indicated in the DS** prior to the deadline for submission of Offers. The Accountable Entity shall send written copies of the responses, including a description of the inquiry but without identifying its source, to all shortlisted Offerors or Offerors who have registered or obtained the RFO directly from the Accountable Entity, as the case may be, by the date **specified in the DS**. The Accountable Entity will also post a copy of the responses and inquiry descriptions to the Accountable Entity’s website, if one exists. Should the clarification result in changes to the essential elements of this RFO, the Accountable Entity shall amend this RFO following the procedure under ITO Clause 9 and Sub-clause 18.2. |
|  | The Consultant’s designated representative is invited to attend a Pre- Conference, if **provided for in DS ITO Clause 1.3**. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage. The cost of attending the Pre-Offer Conference and/or site visit shall be at the Offeror’s own expense.  Minutes of the Pre-Offer Conference, including the text of the questions and answers pertaining to the Conference, without identifying the source, will be posted on the Accountable Entity’s website if one exists, and shall be transmitted in writing to all Offerors who have registered or obtained the RFO directly from the Accountable Entity, as the case may be. Any modification to this RFO that may become necessary as a result of the Pre-Offer Conference shall be made by the Accountable Entity exclusively through the issue of an Addendum and not through the minutes of the Pre-Offer Conference. |
| 1. Amendment of the RFO | At any time prior to the deadline for submission of Offers, the Accountable Entity may amend this RFO by issuing Addenda. |
|  | All Addenda issued shall be part of this RFO, and shall be communicated in writing to all Offerors who have registered or obtained the RFO directly from the Accountable Entity, and posted on the Accountable Entity’s website, if one exists. |
|  | To give prospective Offerors reasonable time in which to take an Addendum into account in preparing their Offers, the Accountable Entity may extend the deadline for the submission of Offers at its sole discretion. |
| 1. Preparation of Offers | | |
| 1. Cost of Offer | The Offeror shall bear all costs associated with the preparation and submission of its Offer, and the Accountable Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. |
| 1. Language of Offer | The Offer, as well as all correspondence and documents relating to the Offer exchanged by the Offeror and the Accountable Entity, shall be written in the language **specified in the DS**. Supporting documents and printed literature that are part of the Offer may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the DS**, in which case, for purposes of interpretation of the Offer, such translation shall govern. |
| 1. Preparation of Offer | In preparing their Offer, Offerors are expected to examine in detail the documents comprising the RFO. Failure to provide the information requested may result in rejection of an Offer.  In addition to the requirements above, Offers submitted by a joint venture or other association shall include a copy of the joint venture/Association agreement entered into by all members. Alternatively, a letter of intent to execute a joint venture/Association agreement shall be signed by all members and submitted with the Offer, together with a copy of the proposed agreement.  If there is a change in the legal structure of the Offeror after the Offer submission, the Offeror is required to immediately inform the Accountable Entity. However, any change of legal structure shall not be used to satisfy a qualification requirement that was not satisfied as of the deadline of Offer submission. |
|  | While preparing the Technical Offer, Offerors must give particular attention to the following:   1. In the case where there has been no shortlisting of Offerors, if an Offeror considers that it may enhance its expertise for the assignment, it may associate with another eligible entity. In the case where an Offeror is, or proposes to be, a joint venture or other association (i) all members of the joint venture or Association must satisfy the legal, financial, litigation and other requirements set out in this RFO; (ii) all members of the joint venture or Association will be jointly and severally liable for the execution of the Contract; and (iii) the joint venture or Association will indicate the authorized 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 during the bidding process and, in the event the joint venture or Association is awarded the Contract, during Contract performance. 2. In the case where there has been shortlisting of Offerors, if a shortlisted Offeror considers that it may enhance its expertise for the assignment by associating with other Offerors in a joint venture or Sub-Consultancy, it may associate with either (a) non-shortlisted Offeror(s), or (b) shortlisted Offeror(s) if so **indicated in the DS**. A shortlisted Offeror must first obtain the approval of the Accountable Entity if it wishes to enter into a joint venture with non-shortlisted or shortlisted Offeror(s). In case of association with non-shortlisted Offeror(s), the shortlisted Offeror shall act as the authorized representative of the association. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture. 3. If an estimated budget is provided **in the DS,** note that this is an estimate only and Offerors are expected to submit their Offers based on their own estimates. 4. For Fixed-Budget Selection, the available budget is **provided in the DS** and the Financial Offer shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed. 5. Alternative Key Professional Personnel shall not be proposed, and only one curriculum vitae (“CV”) may be submitted for each position indicated in the TOR. Failure to comply with this requirement may result in the rejection of the Offer as non-responsive. |
| Technical and Financial Offer Format and Content | Offerors are required to submit a Technical Offer, which shall provide the information indicated in the following paragraphs (a) through (k) using the standard forms provided in Section IV A (the “Technical Offer”). A page is considered to be one printed side of A4 or US letter-size paper. |
| 1. Offerors are not required to submit financial capacity information (Form TECH-2A of Section IV A) in their Offers, unless otherwise **stated in the DS.** 2. Information on current or past proceedings, litigation, arbitration, action claims, investigations or disputes is required (Form TECH-2B of Section IV A). 3. A brief description of the Offeror's organization and an outline of recent experience of the Offeror and of each Associate, if any, on assignments of a similar nature is required (Form TECH-3 and TECH-4 of Section IV A). For each assignment, the outline should indicate the names of Associates or Key Professional Personnel who participated, duration of the assignment, contract amount, and Offeror's involvement. Information should be provided only for those assignments for which the Offeror was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consultants cannot be claimed as the experience of the Offeror, or that of an Associate, but can be claimed by the professional staff themselves in their CVs. Offerors should be prepared to substantiate the claimed experience if so requested by the Accountable Entity. 4. References of the Offerors are required (Form TECH-5 of Section IV A). 5. Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Accountable Entity (Form TECH-7 of Section IV A). 6. A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Offer is provided (Form TECH-6 of Section IV A). The work plan should be consistent with the Work and Deliverables Schedule (Form TECH-10 of Section IV A) which will show in the form of a bar chart the timing proposed for each activity. 7. The list of the proposed Key Professional Personnel by area of expertise, the position that would be assigned to each person, and their tasks (Form TECH-8 of Section IV A). 8. Estimates of the staff input (person-days of foreign and local professionals) needed to carry out the assignment (Form TECH-9 of Section IV A). The person-days input should be indicated separately for home office and field activities, and for foreign and local professional staff. 9. CVs of the Key Professional Personnel signed by the staff themselves and/or by the authorized representative (Form TECH-11 of Section IV A). 10. A detailed description of the proposed methodology and staffing for training, if training is identified in the Terms of Reference as a specific component of the assignment (Form TECH-6 of Section IV A). 11. Completed and certified Certification of Compliance with Sanctions Form (Form TECH-12 of Section IV A). |
|  | The Technical Offer shall not include any financial information. A Technical Offer containing financial information will constitute grounds for declaring the Offer non-responsive.  Only one copy each of the Technical Offer and Financial Offer shall be submitted. In all instances, this copy shall be construed to be the original. The signatures may be written or electronically signed using any applicable software.  The Offer shall contain no alterations or additions, except those made to comply with the instructions issued by the Accountable Entity, or as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Offer.  If **required in the DS**, the authorized representative of the Offeror signing the Technical and the Financial Offers shall provide within the Technical Offer an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign on behalf of the Offeror, and its Associates. |
| Financial Offers | The Financial Offer shall be prepared using the forms provided in Section IV B (the “Financial Offer”). It shall list all prices associated with the assignment, including remuneration for Personnel (foreign and local, in the field and at the Offeror's home office) and other direct costs including travel expenses, if **indicated in the DS**. All activities and items described in the Technical Offer shall be assumed to be included in the price offered in the Financial Offer. |
| 1. Taxes | GCC Clause 20 sets forth the Tax provisions of the Contract. Offerors should review this Clause carefully in preparing their Offer. |
| 1. Only One Offer | An Offeror (including the individual members of any Joint Venture) shall submit only one Offer, either in its own name or as part of a Joint Venture. If an Offeror (including any Joint Venture member) submits an Offer and participates in other Offer(s), either as an Offeror or a Sub-consultant, all such Offers shall be disqualified and rejected. This does not, however, preclude a Sub-consultant or individual experts from participating in more than one Offer as a Sub-consultant or individual experts, when circumstances justify and if so **specified in the** **DS.** |
| 1. Currencies of Offer | Offerors must submit their Financial Offers in the currency or currencies **specified in the DS**. Offerors will be paid in the currency **specified in the D**S. |
| 1. Period of Offer Validity | Offers shall remain valid for the period **specified in the DS** after the Offer submission deadline date prescribed by the Accountable Entity. An Offer valid for a shorter period may be rejected by the Accountable Entity as non-responsive.  During the period of Offer validity, Offerors shall maintain the availability of Key Professional Personnel identified in the Offer. The Accountable Entity will make its best effort to award the Contract within this period. Should the need arise, however, the Accountable Entity may request Offerors to extend the validity period of their Offers. Offerors who agree to such extension shall confirm that they maintain the availability of the Key Professional Personnel nominated in the Offer, or in their confirmation of extension of validity of the Offer, Offerors could submit new Key Professional Personnel in replacement, which would be considered in the final evaluation for Contract award. Offerors who do not agree have the right to refuse to extend the validity of their Offers. |
| 1. Submission and Opening of Offers | | |
| 1. Offer Submission | Offerors shall submit their Offers via electronic means following the process described in this ITO 17. Submissions either by hard copy or by email are not acceptable and shall result in rejection of the Offer. |
|  | 1. The proposal submission forms (including the Technical and Financial Offer forms as applicable) should respectively be in the form and format shown in Section IV. Offers Forms. 2. If required in ITO Sub-clause 12.9, the authorized representative of the Offeror signing the Offer shall provide within the Offer an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign on behalf of the Offeror, and its Associates, as applicable. 3. Offerors shall be provided with a File Request Link (FRL) **specified in the DS** upon requesting the RFO which shall be used to submit their Offers and all other related documents. An Offeror who submits only the Technical Offer or only the Financial Offer shall have its entire submission rejected. 4. The Accountable Entity shall not be responsible for misplaced or mis-sent Offers submitted not using the FRL. This circumstance may be cause for Offer rejection. 5. The FRL shall expire on the Offer submission deadline specified in ITO Sub-clause 18.1. The Technical and Financial Offers shall be submitted solely via the FRL, which can be used more than once to submit additional documents. 6. Unless otherwise **specified in the DS**, all submitted documents (whether as standalone files or files in folders) 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). 7. Technical Offers are not required to be password-protected, but may be protected at the Offeror's discretion. Offerors who choose to password-protect their Technical Offers can do so to protect against inadvertent untimely opening of its Offer, but at their own responsibility for providing the correct password as **specified in the DS**. If an Offeror fails to provide the correct password that opens the files so its relevant contents can be announced by the deadline **provided in the DS**, their Offer shall be rejected. Offerors should send this password to the email address **indicated in the DS;** the password cannot be sent via the File Request Link. 8. Financial Offers are not required to be password-protected, but may be protected at the Offeror's discretion. Offerors who choose to password-protect their Financial Offers can do so to protect against inadvertent untimely opening of its Offer, but at their own responsibility for providing the correct password as **specified in the DS**. If an Offeror fails to provide the correct password that opens the files so its relevant contents can be announced by the deadline **provided in the DS**, their Offer shall be rejected. Offerors should send this password at the email address **indicated in the DS;** the password cannot be sent via the File Request Link. 9. Offerors should use the following filename format for Offers: 10. Technical Offer filename: [Offeror's Name] – Procurement Title - Ref# [insert RFO number] 11. Financial Offer filename: [Offeror's Name] – Procurement Title - Ref# [insert RFO number] 12. Offerors are informed that the capability of their internet bandwidth will determine the speed in which their bids are uploaded via the FRL. Offerors are therefore advised to commence the process of uploading their Offers via the FRL in good time before the Offer submission deadline. As noted above, this link shall expire at the submission deadline, and cannot be reopened except under the provision of ITO Clause 9 and ITO Sub-clause 18.2. |
| 1. Deadline for Submission of Offers | Offers must be received by the Accountable Entity no later than the date and time **specified in the DS**, or any extension of this date in accordance with ITO Sub-clause 18.2.  The Accountable Entity may, at its discretion, extend the deadline for the submission of Offers by amending this RFO in accordance with ITO Clause 9, in which case all rights and obligations of the Accountable Entity and the Offerors previously subject to the original deadline shall thereafter be subject to the new deadline as extended.  Any Offer received by the Accountable Entity after the deadline for submission shall be declared late and rejected. The Offeror shall be notified of such rejection. |
| 1. Late Offers | The Accountable Entity shall not consider any Offer that arrives after the deadline for submission of Offers in accordance with ITO Clause 18. Any Offers received by the Accountable Entity after the deadline for submission of Offers shall be declared late, rejected and shall not be opened. |
| 1. Withdrawal, Substitution, and Modification of Offers | An Offeror may withdraw, substitute, or modify its Offer prior to the deadline for the submission of Offers through the File Request Link indicated in ITO Sub-clause 17.1 c), duly signed by an authorized representative, and shall include a copy of the authorization of the person signing in accordance with ITO Sub-clause 12.9. The corresponding substitution or modification of the Offer must accompany the respective written notice. All notices must be:   1. submitted in accordance with ITO Clauses 12, 17, and 18 (except that withdrawal notices do not require copies), and in addition, the respective submissions shall be clearly marked “Withdrawal,” “Substitution,” or “Modification,” and 2. received by the Accountable Entity prior to the deadline prescribed for submission of bids, in accordance with ITO Clause 18.   Offers requested to be withdrawn in accordance with this ITO Clause shall not be opened.  No Offer may be withdrawn, substituted, or modified in the interval between the deadline for submission of Offers and the expiration of the period of Offer validity specified by the Offeror in the Technical Offer Submission Form or any extension thereof. |
| 1. Offer Opening | The Accountable Entity shall open the submissions in a public meeting that will include Offerors' representatives as well as anyone who chooses to attend at the time and in the place **specified in the** **DS**. Any specific opening procedures shall be as **specified in the** **DS**.  Firstly, submissions marked “Withdrawal” shall be opened and read out, while Offers for which an acceptable notice of withdrawal has been submitted pursuant to ITO Clause 20 shall not be opened. No Offer withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Offer opening. Next, submissions marked “Substitution” shall be opened and read out and exchanged with the corresponding Offer being substituted, and the substituted Offer shall not be opened. No Offer substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Offer opening. Submissions marked “Modification” shall then be opened and read out with the corresponding Offer. No Offer modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Offer opening. Only submissions that are opened and read out at Offer opening shall be considered further.  All other submissions shall be opened one at a time, reading out the Offerors' names and such other details as the Accountable Entity may consider appropriate. No Offer shall be rejected at Offer opening except for the late Offers pursuant to ITO Clause 19. Substitutions and modifications submitted pursuant to ITO Clause 20 that are not opened and read out at Offer opening shall not be considered for further evaluation regardless of the circumstances.  The Accountable Entity shall prepare minutes of the Offer opening, which shall include, at a minimum: the name of the Consultant, the existence of a signed Technical Offer Submission Form, whether there is a withdrawal, substitution, or modification. A copy of the record shall be distributed to all Consultants who submitted Offers on time, and posted on the Accountable Entity’s website, if one exists. |
| 1. Evaluation of Offers | | |
| 1. Confidentiality | Information relating to the evaluation of Offers and recommendations of Contract award shall not be disclosed to Offerors or any other persons not officially concerned with the process, until the notification of the evaluation results has been issued pursuant to ITO Clause 28. The undue use by any Offeror of confidential information related to the process may result in the rejection of its Offer or may invalidate the entire procurement process.  Any attempt or effort by an Offeror to influence the Accountable Entity in the examination, evaluation, and ranking of Offers or Contract award decisions may result in the rejection of its Offer and may subject the Offeror to the provisions of the Government’s, the Accountable Entity’s, and MCC’s AFC Policy and the application of other sanctions and remedies to the extent applicable |
|  | From the time Offers are opened to the time the Contract is awarded, Offeror shall not contact the Accountable Entity on any matter related to its Technical Offer or Financial Offer except in writing to the Procurement Agent. |
| 1. Clarification of Offers | To assist in the examination and evaluation of Offers, the Accountable Entity may, at its discretion, ask any Offeror for clarification of its Offer. Any clarification submitted by an Offeror that is not in response to a request by the Accountable Entity shall not be considered. The Accountable Entity’s request for clarification and the Offeror's response shall be in writing. No change in the prices or substance of the Offer shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Accountable Entity in the evaluation of the Offers.  If an Offeror does not provide clarifications of its Offer by the date and time set in the Accountable Entity’s request for clarification, its Offer may be rejected. |
| 1. Evaluation of Technical Offers | The TEP shall evaluate the Technical Offers on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in Section III. Each responsive Offer will be given a technical score (St). A Offer may be rejected at this stage if it does not respond to the RFO or if it fails to achieve the minimum technical score indicated in Section III.  In exceptional circumstances, 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 Consultant 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 Consultant receiving the next highest technical score (St) to negotiate both its Technical and Financial Offers. |
| 1. Evaluation of Financial Capacity | The Consultant’s financial capability to mobilize and sustain the Services is imperative. In its Offer, the Consultant is not required to provide information on its financial and economic status unless otherwise stated in DS ITO Sub-clause 12.5(a). |
| Financial Offers (only for Quality-Based Selection) | Following the ranking of Technical Offers, and after receiving a “no objection” from MCC (if applicable), when selection is based on quality only (Quality-Based Selection), the first ranked Offeror will be invited to negotiate its Technical and Financial Offers and the Contract in accordance with the instructions given under ITO Clause 29. |
| Notification of Technical Evaluation Results | Following completion of the evaluation of Technical Offers, and after receiving a “no objection” from MCC (if applicable), the Accountable Entity shall inform those Offerors whose Technical Offers achieved the minimum qualifying mark, advising them of the following:   1. that their Technical Offer met the minimum qualifying mark; 2. the name of each Offerors whose Technical Offer met or exceeded the minimum qualifying mark and the total technical score assigned to each; and 3. the date, time, and location for the opening of the Financial Offers, inviting them to the opening but indicating that their attendance is not mandatory.   The Accountable Entity shall also advise those Offerors whose Technical Offers did not meet the minimum qualifying mark, advising them of the following:   1. that their Technical Offer did not meet the minimum qualifying mark; 2. the total technical score assigned to their own Technical Offer; 3. the name of each Offeror whose Technical Offer met or exceeded the minimum qualifying mark and the total technical score assigned to each; and 4. the date, time, and location for the opening of the Financial Offers, inviting them to the opening but indicating that their attendance is not mandatory.   The Accountable Entity shall also advise those Offerors whose Technical Offers were not evaluated or rejected, advising them of the following:   1. the grounds on which their Technical Offer was not evaluated or was rejected; 2. the name of each Offeror whose Technical Offer met or exceeded the minimum qualifying mark and the total technical score assigned to each; and 3. the date, time, and location for the opening of the Financial Offers, inviting them to the opening but indicating that their attendance is not mandatory.   The Accountable Entity shall promptly respond in writing to any Offeror who, after receiving notification of the technical evaluation results, makes a written request for a debriefing as provided in the MCC PPG. |
| Opening and Evaluation of Financial Offers | The Financial Offer opening shall take place in the manner and at the location **indicated in the DS**. The date and time scheduled for the Financial Offer opening shall be specified on the Accountable Entity’s website if one exists.  The Accountable Entity shall open the Financial Offers in a public meeting at the address, date and time specified in the notification described in ITO Sub-clause 25.3. All Financial Offers will first be inspected to confirm that they have remained sealed and unopened. Only the Financial Offers of those Offerors who met the minimum qualifying mark following the Technical Evaluation stage will be opened. The Technical Score (St) and only the Total Offer Price, as stated in the Financial Offer Submission Form (Form FIN-1) shall be read out aloud and recorded. A copy of the minutes shall subsequently be sent to those Offerors whose Financial Offers were opened and to MCC, and be posted on the Accountable Entity’s website, if one exists. |
|  | The Accountable Entity’s technical evaluation panel will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Offer. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Offers in indicating quantities of input, the Technical Offer prevails, and the Accountable Entity’s technical evaluation panel shall correct the quantification indicated in the Financial Offer so as to make it consistent with that indicated in the Technical Offer, apply the relevant unit price included in the Financial Offer to the corrected quantity, and correct the total Offer cost.  In addition to the above corrections, activities and items described in the Technical Offer but not priced, shall be assumed to be included in the prices of other activities or items. In cases where an activity or line item is quantified differently in the Financial Offer from the Technical Offer, no corrections will be applied to the Financial Offer in this respect. If Offerors are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes using the selling rates of exchange, source and date **indicated in the DS**. |
|  | For Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Offer (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Offers will be computed as indicated in Section III: Qualification and Evaluation Criteria. Offers will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Offer; F = the weight given to the Financial Offer; T + F = 1) indicated in Section III. S = St x T% + Sf x F%. The Consultant achieving the highest combined technical and financial score will be issued a Notice of Intent to Award ("NOITA") as per ITO Sub-clause 28.1 and will be invited for Contract negotiations as per ITO Sub-clause 29.1. |
| Price Reasonableness  No Margin of Preference | Prior to execution of a contract, the Accountable Entity shall conduct a verification of the market-reasonableness of the prices offered. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the Offer at the discretion of the Accountable Entity. The Offeror shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, the Accountable Entity may also verify any information provided on the TECH Forms submitted in the Offer. If a negative determination of price reasonableness leads to the rejection of the Offer, the Accountable Entity may, at its discretion, move to invite the next-ranked Consultant for Contract negotiations.  In accordance with the MCC PPG, a margin of preference for domestic Offerors or any other nationality shall not be used. |
| 1. Past Performance and Reference Check | In accordance with the MCC PPG, the Offeror's performance on earlier contracts will be considered a factor in the Accountable Entity’s qualification of the Offeror's evaluation. The Accountable Entity reserves the right to check the performance references provided by the Offeror or to use any other source at the Accountable Entity’s discretion. If the Offeror (including any of its Associates or joint venture/association members) is or has been party to an MCC-funded contract (either with MCC directly or with any Accountable Entity, anywhere in the world), whether as lead Consultant, affiliate, Associate, subsidiary, Sub-Consultant, or in any other role, the Offeror must identify the contract in its list of references submitted with its Offer using Technical Form TECH-5. Failure to include any such contracts may be used to form a negative determination by the Accountable Entity on the Offeror's record of performance in prior contracts. However, the failure to list any contracts because the Offeror (including any of its Associates or joint venture/association members) has not been a party to any such contract will not be grounds for a negative determination by the Accountable Entity on the Offeror's record of performance in prior contracts. That is, prior performance in connection with an MCC-funded contract is not required. The Accountable Entity will check the references, including the Offeror's past performance reports filed in MCC’s Contractor Past Performance Reporting System (“CPPRS”). A negative determination by the Accountable Entity on the Offeror's record of performance in prior contracts may be a reason for disqualification of the Offeror, or lowered evaluation scores, at the discretion of the Accountable Entity. |
| 1. Accountable Entity’s Right to Accept Any Offer, and to Reject Any or all Offers | The Accountable Entity reserves the right to accept or reject any Offer, and to annul the bidding process and reject all Offers at any time prior to Contract award, without thereby incurring any liability to Offerors. If all Offers are rejected, the Accountable Entity shall review the causes justifying the rejection and consider making revisions to the conditions of Contract, specifications, scope of the Contract, or a combination of these, before inviting new Offers. The Accountable Entity reserves the right to cancel the procurement if this is no longer in the interest of the Accountable Entity. |
| 1. Award of Contract | | |
| 1. Notice of Evaluation Results | After the completion of the evaluation report and having obtained all the necessary approvals per the PPG, the Accountable Entity shall send the Notice of Intent to Award (“NOITA”) to the successful Offeror. The NOITA shall include a statement that the Accountable Entity shall issue a formal Notification of Award and draft Contract Agreement after expiration of the period for filing a Bid challenge and the resolution of any Bid challenges that are submitted and following the successful conclusion of negotiations. Delivery of the NOITA shall not constitute the formation of a contract between the Accountable Entity and the successful Offeror and no legal or equitable rights will be created through the delivery of the NOITA.  At the same time it issues the NOITA, the Accountable Entity shall also notify, in writing, all other Offerors of the results of the bidding. The Accountable Entity shall promptly respond in writing to any unsuccessful Offeror who, after receiving notification of the bidding results, makes a written request for a debriefing as provided in the MCC PPG, or submits a formal Bid challenge. |
| 1. Negotiations | The successful Offeror will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the Key Professional Personnel listed in the Technical Offer. Failure to confirm such Personnel may result in the Accountable Entity proceeding to negotiate with the next-ranked Offeror. Representatives conducting negotiations on behalf of the Offeror must have written authority to conclude the Contract on behalf of the Offeror. |
| Technical Negotiations | Negotiations will commence with a discussion of the Technical Offer, including (a) proposed technical approach and methodology, (b) workplan, (c) organization and staffing, and (d) any suggestions made by the Offeror to improve the Terms of Reference.  The Accountable Entity and the Offeror will then finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract under “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from the Accountable Entity to ensure satisfactory implementation of the assignment. The Accountable Entity shall prepare minutes of negotiations which will be signed by the Accountable Entity and the Offeror. |
| Financial Negotiations | * 1. It is the responsibility of the Offeror, before starting financial negotiations, to determine the relevant local Tax amount to be paid by the Offeror under the Contract. In no event shall the Accountable Entity be responsible for the payment or reimbursement of any Taxes. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. In the case of a Time and Materials contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Accountable Entity may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with MCC. |
| Availability of Professional Staff/Experts | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Key Professional Personnel, the Accountable Entity expects to negotiate a Contract on the basis of those Personnel named in the Technical Offer.  During Contract negotiations, the Accountable Entity will not consider substitution of any Key Professional Personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the Personnel. If this is not the case and if it is established that any Key Professional Personnel were offered without confirming their availability, the Offeror may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate. |
| Conclusion of the Negotiations | Negotiations will conclude with a review of the draft Contract and Annexes, following which the Accountable Entity and the Consultant will initial the agreed Contract. If negotiations fail, the Accountable Entity will invite the Consultant whose Offer received the second highest score to negotiate a Contract. If negotiations are successful, the Accountable Entity will issue a Notice of Award of Contract |
| 1. Bid Challenges | Offerors may challenge the results of a procurement only according to the rules established in the Bid Challenge System developed by the Accountable Entity and approved by MCC. The rules and provisions of the Bid Challenge System are as published on the Accountable Entity’s website **indicated in the DS.** |
| 1. Signing of Contract | Upon expiration of the period for timely filing and the resolution of any Bid challenges that are submitted, and upon conclusion of the negotiations according to ITO 29.7 (including securing all required approvals), the Accountable Entity shall send the Notification of Award to the successful Offeror.  The Notification of Award shall include the Contract Forms for the review and signature of the successful Offeror. The Notification of Award shall specify the sum that the Accountable Entity will pay the Offeror for the performance of the Services. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract between the Accountable Entity and the Offeror.  Within seven (7) days of issuance from the Accountable Entity of the Contract Agreement, the successful Offeror shall sign, date, and return it to the Accountable Entity, along with the completed Compliance with Sanctions Certification Form and PS-2 Self-Certification Form included in Section VIII. Contract Forms and Annexes. |
| 1. Notice of Award of Contract | After Contract signing, the Accountable Entity shall publish on its website and in any other places as may be **specified in the BDS**, the results identifying the procurement, the name of the winning Offeror and the price, duration, and summary scope of the Contract. |
| 1. Inconsistencies with MCC PPG | The Procurement that is the subject of this RFO is being conducted in accordance with and is subject in all respects to the MCC PPG. In the event of any conflict between any section or provision of this RFO (including any Addenda that may be issued to this RFO) and the MCC PPG, the terms and requirements of the MCC PPG shall prevail, unless MCC has granted a waiver of the guidelines. |
| 1. Applicable Compact Conditions | Offerors are advised to examine and consider carefully the provisions that are set forth in Annex B (Additional Provisions) attached to and made part of the Special Conditions of the Contract, as these are a part of the Government’s and the Accountable Entity’s obligations under the Compact and related agreements which, under the terms of the Compact and related documents are required to be transferred onto any Offeror, Consultant or Sub-Consultant who partakes in procurement or subsequent contracts in which MCC Funding is involved. |

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.  OR  A 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 12.5 (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]**.  The estimated price budget for the other direct costs is  **[insert budget estimate]** |
| **ITO 12.10** | The unit price of each labor category is to be fully loaded and shall be all inclusive of direct labor, fringe benefits, applicable indirect costs, and any profit for each labor category.  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 (in accordance with PPG Part 5) 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 5.1 to 5.4 and 5.9 | 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 5.11 | 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 |
| **3.7.1.4**  **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/A  Must 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 51](#_Toc146145183)

[Beneficial Ownership Disclosure Form (BODF) 55](#_Toc146145184)

[Form TECH-2A. Financial Capacity of the Offeror 59](#_Toc146145185)

[Form TECH-2B. Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Offeror 60](#_Toc146145186)

[Form TECH-3. Organization of the Offeror 61](#_Toc146145187)

[Form TECH-4. Experience of the Offeror 62](#_Toc146145188)

[Form TECH-5. References of MCC-Funded Contracts 63](#_Toc146145189)

[Form TECH-6. Description of Approach, Methodology and Work Plan for Performing the Assignment 64](#_Toc146145190)

[Form TECH-7. Comments and Suggestions on the Terms of Reference & Assignment 65](#_Toc146145191)

[Form TECH-8. Team Composition and Task Assignments 66](#_Toc146145192)

[Form TECH-9. Staffing Schedule (Key Professional Personnel and Support Staff) 67](#_Toc146145193)

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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 5.7 *[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 (3), 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 Program Procurement 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** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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 Bid 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](mailto: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 80](#_Toc146145179)

[Form FIN-2. Estimated Price Summary 82](#_Toc146145180)

[Form FIN-3. Breakdown of Price by Activity 84](#_Toc146145181)

[Form FIN-4. Breakdown of Remuneration 85](#_Toc146145182)

### 

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 Offer (RFO) dated **[Insert Date]** and our Technical Offer.

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

The Financial Offer presents the fixed unit labor rates ofdifferent labor categories as listed in the Terms of Reference and the costs of materials or other direct costs to complete the tasks.

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. Estimated Price Summary

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

**This Summary will be used to develop a ceiling price for the contract. It should be calculated using the units rates\* set out in Form FIN-4 times the level of effort for each labor category**

|  |  |  |
| --- | --- | --- |
|  | 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-4. (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%. 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) .Likewise, the unit rates are fully loaded rates, which shall be all inclusive of direct labor, fringe benefits, applicable indirect costs, and any profit for each labor category.
3. See DS ITO 12.5 regarding travel-related expenses, if applicable.
4. Estimated budget for Other Direct Costs is provided in Section II. Data Sheet. Please include it in Form FIN-2

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-Daily Fully Loaded Rate4 |

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

1. "Home" means any location outside Accountable Entity's country; "Field" means Accountable Entity'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-daily 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 12.5 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

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**General Conditions of Contract**

|  |  |  |
| --- | --- | --- |
| 1. Definitions | * 1. Capitalized terms used in this Contract and not otherwise defined have the meanings given such terms in the Compact or related document. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:  1. “Accountable Entity” or “Client” has the meaning given the term in the initial paragraph of the Contract Agreement. 2. “Applicable Law” has the meaning given the term **in the SCC**. 3. “Associate” means any entity that is a member of the Association that forms the Consultant. A Sub-Consultant is not an Associate. 4. “Association” or “association” or “Joint Venture” or “joint venture” means an association of entities that forms the Consultant, with or without a legal status distinct from that of its members. 5. “Client's Country" has the meaning given the term **in the SCC.** 6. “Compact” has the meaning given the term in the recital clauses to the Contract Agreement. 7. “Consultant” has the meaning given the term in the initial paragraph of the Contract Agreement. 8. “Contract” means this agreement entered into betweenthe Client and the Consultant, to provide the Services, and consists of the Contract Agreement, these GCC, the SCC, and the Annexes (each of which forms an integral part of this agreement), as the same may be amended, modified, or supplemented from time to time in accordance with the terms of this agreement. 9. “Contract Price” means the price to be paid for the performance of the Services, in accordance with GCC Sub-clause 17.1. 10. “Effective Date” has the meaning given the term in GCC Clause 16.2. 11. "Force Majeure" has the meaning given the term in GCC Clause 23.1. 12. “GCC” means these General Conditions of Contract. 13. “Government” has the meaning given the term in the recital clauses to the Contract Agreement. 14. “Key Professional Personnel” means the Personnel listed in Annex D to this Contract. 15. “Local Currency” has the meaning given the term **in the SCC**. 16. “MCC” has the meaning given the term in the recital clauses to this Contract. 17. “*MCC Procurement Policy and Guidelines*” or “MCC PPG” means the Millennium Challenge Corporation Procurement Policy and Guidelines posted on the MCC Website, as may be amended from time to time. 18. “Member” means any of the entities that make up a joint venture or other association; and “Members” means all these entities. 19. “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them. 20. “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to perform the Services or any part thereof. 21. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented. 22. “Services” means the activities to be performed by the Consultant pursuant to this Contract, as described in Annex A to this Contract. 23. “Sub-Consultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services. 24. “Tax” and “Taxes” have the meanings given the terms in the Compact or related agreement. 25. “Trafficking in Persons” has the meaning given at GCC Clause 27. 26. “Ultimate Beneficial Owner” means an individual who (i) directly or indirectly controls more than 10% of the shares of the company; or (ii) directly or indirectly controls more than 10% of the voting rights of the company; or (iii) has the right to appoint a majority of the board of directors. 27. “US Dollars” means the currency of the United States of America. | |
| 1. Interpretation and General Matters | * 1. In interpreting this Contract, unless otherwise indicated:  1. “confirmation” means confirmation in writing; 2. “in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt; 3. except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; 4. the feminine means the masculine and vice versa; and 5. the headings are for reference only and shall not limit, alter or affect the meaning of this Contract. | |
| Waivers, Forbearance, Etc. | * 1. The following shall apply with respect to any waivers, forbearance or similar actions taken under this Contract  1. Any waiver of a Party’s or MCC’s rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Party (or MCC) granting such waiver, and must specify the terms under which the waiver is being granted. 2. No relaxation, forbearance, delay, or indulgence by either Party or MCC, as the case may be, in enforcing any of the terms and conditions of this Contract or the granting of time by either Party or MCC to the other shall prejudice, affect, or restrict the rights of that Party or MCC under this Contract, neither shall any waiver by either Party or MCC of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. | |
| Severability | * 1. If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract | |
| Documents Making Up This Contract | * 1. The following documents are deemed to form an integral part of this Contract and shall be interpreted in the following order of priority:  1. the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately prior to the GCC and including the signatures of the Client and the Consultant; 2. the SCC and Annex B to this Contract; 3. the GCC; 4. the Notification of Award; 5. Annex A: Description of Services; 6. any other Annex to this Contract; 7. the Consultant’s Offer; and 8. any other document listed in the SCC as forming part of this Contract. | |
| Assignment | * 1. Neither party shall assign the whole or any part of the Contract, or any benefit or interest in or under the Contract, without the consent of the other party; provided that, the Client may assign the whole or any part of the Contract, or any benefit or interest in or under the Contract, to another person or entity of the Government (or another entity designated by the Government) without the consent of the Consultant. The Client shall use commercially reasonable efforts to notify the Consultant as soon as reasonably practicable of any such assignment. Any attempted assignment that does not comply with the terms of this GCC Sub-clause 2.5 shall be null and void. | |
| 1. Language and Law | * 1. This Contract has been executed in language(s) **specified in the SCC**. If the Contract is executed in both English and a specified local language, the English language version shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.   2. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. | |
| 1. Communications | * 1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Subject to Applicable Law, any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when delivered to such Party at the address **specified in the SCC**, or sent by confirmed facsimile or confirmed email, in either case if sent during normal business hours of the recipient Party.   2. A Party may change its name or address for receiving notice under this Contract by giving the other Party notice in writing of such change to the address **specified in SCC 4.1.** | |
| 1. Subcontracting | * 1. If the Consultant intends to subcontract for a major item of its contracted Services (deemed major if valued in excess of US$100,000) it shall seek the Client's prior written approval of the subcontractor. Subcontracting shall not alter the Consultant’s obligations under this Contract. | |
| 1. Relationship Between the Parties | * 1. Nothing contained in this Contract shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf in connection with this Contract. | |
| 1. Location | * 1. The Services shall be performed at such locations as are specified in Annex A to this Contract and, where the location of a particular task is not so specified, at such locations, whether in the Client's Country or elsewhere, as the Client may approve. | |
| 1. Authority of Member in Charge | * 1. In case the Consultant consists of a joint venture or other association of more than one entity, the Members hereby authorize the entity **specified in the SCC** to act on their behalf in exercising all the Consultant’s rights and obligations toward the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. | |
| 1. Authorized Representatives | * 1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials **specified in the SCC**. | |
| 1. Description and Approval of Personnel; Adjustments; Approval of Additional Work | * 1. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Professional Personnel are described in Annex D. The Key Professional Personnel and Sub-Consultants listed by title as well as by name in Annex D are hereby approved by the Client.   2. GCC Sub-clause 40.1 shall apply in respect of other Personnel and Sub-Consultants which the Consultant proposes to use in the carrying out of the Services, and the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). | |
|  | * 1. Adjustments with respect to the estimated periods of engagement of Key Professional Personnel set forth in Annex D may be made by the Consultant without the prior approval of the Client only if (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%) or one week, whichever is larger and (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the Contract Price. If so **indicated in the SCC**, the Consultant shall provide written notice to the Client of any such adjustments. Any other adjustments shall only be made with the Client's prior written approval. | |
|  | * 1. If additional work is required beyond the scope of the Services specified in Annex A, the estimated periods of engagement of Key Professional Personnel set forth in Annex D may be increased by agreement in writing between the Client and the Consultant. In a case in which such additional work would result in payments under this Contract exceeding the Contract Price, such additional work and payments will be explicitly described in the agreement and shall be subject in all respects to the provisions of GCC Sub-clauses 16.4, 16.5 and 19.1. | |
| Resident Project Manager | * 1. **If required by the SCC**, the Consultant shall ensure that at all times during the Consultant’s performance of the Services in the Client's Country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services. | |
| 1. **Working Hours, Overtime, Leave, etc.** | * 1. The Consultant shall provide all personnel with documented information that is clear and understandable, regarding their rights under national labor and employment law and any applicable collective agreements, including their rights related to hours of work, wages, overtime, compensation, and benefits upon beginning the working relationship and when any material changes occur.   2. Working hours and holidays for Key Professional Personnel are set forth in Annex D. To account for travel time, foreign Personnel carrying out Services inside the Client's Countryshall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Client's Countryas is specified in Annex D.   3. The Consultant and Personnel shall not be entitled to reimbursement for overtime nor to take paid sick leave or vacation leave except as specified in Annex D, and except as specified in Annex D, the Consultant’s remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Annex D. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. | |
| Engagement of Staff and Labor | * 1. The Consultant shall adopt and implement human resources policies and procedures appropriate to its size and workforce that set out its approach to managing the Personnel. At a minimum, the Consultant shall provide all Personnel with documented information that is clear and understandable regarding their rights under all the Applicable Laws regarding labor and any applicable collective agreements, including their rights related to their employment, health, safety, welfare, immigration and emigration upon beginning the working relationship and when any material changes occur. The Consultant shall provide each of the Personnel with a contract in language comprehensible to the Personnel.   2. The Consultant shall adopt recruitment, hiring and retention practices that support the employment of women and staff from diverse backgrounds. MCC sets a non-binding target for Consultants to employ women at 30 percent of their Personnel, in each broad category of managers/professional staff, administrative staff, and both skilled and unskilled labor. The Consultant shall set and report on contract-specific targets for women’s employment.   3. The Consultant shall ensure that the employment terms and conditions of migrant workers are not influenced by their migrant status. The Consultant may bring into the Client's Country any foreign personnel who are necessary for the provision of Services to the extent allowed by the applicable Laws. The Consultant shall ensure that these personnel are provided with the required residence visas and work permits. The Client will, if requested by the Consultant, use its best endeavors in a timely and expeditious manner to assist the Consultant in obtaining any local, state, national, or government permission required for bringing in the Consultant's Personnel. The Consultant shall be responsible for the return of these Personnel to the place where they were recruited or to their domicile. In the event of the death in the Client's Country of any of these Personnel or members of their families, the Consultant shall similarly be responsible for making the appropriate arrangements for their return or burial.   4. The Consultant shall be responsible for monitoring compliance of Sub-consultants to the labor and working conditions outlined in the IFC Performance Standards in force from time to time. | |
| Facilities for Staff and Labor | * 1. Where accommodation or welfare facilities are provided to Personnel, the Consultant shall put in place and implement policies on the quality and management of such accommodation and the provision of such welfare facilities (including as regards minimum space, supply of water, adequate sewage and garbage disposal systems, appropriate protection against heat, cold, damp, noise, fire and disease carrying animals, adequate sanitary and washing facilities, separate breastfeeding/pumping facilities, ventilation, cooking and storage facilities and natural and artificial lighting, and all reasonable precautions to maintain the health and safety of the Personnel). The accommodation and welfare facilities shall be provided in a manner consistent with the principles of non-discrimination and equal opportunity. Accommodation arrangements shall not restrict freedom of movement or of association, save that separate facilities should be provided for men and women. Sanitary and washing facilities should be provided in a manner that allows individuals’ privacy and safety. Additional summary guidance may be found here: <https://www.mcc.gov/resources/doc/guidance-accommodation-welfare-staff-and-labor> | |
| 1. Removal and/or Replacement of Personnel | * 1. Except as the Client may otherwise agree, no changes shall be made in the Key Professional Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional Personnel, the Consultant shall, subject to GCC Sub-clause 39.1(a), provide as a replacement a person of equivalent or better qualifications. No full-time key professional personnel of a consultant currently contracted by any Accountable Entity shall be proposed as a replacement. In the case where the Consultant seeks to engage such full-time key professional personnel, it should seek the written approval from the Client for the inclusion of such a person. | |
|  | * 1. If the Client (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client’s written request specifying the grounds therefore and subject to GCC Sub-clause 40.1(a), provide as a replacement a person with qualifications and experience acceptable to the Client. | |
|  | * 1. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.   2. The Consultant shall provide a grievance mechanism for personnel to raise workplace concerns. The Consultant shall inform the workers of the grievance mechanism at the time of recruitment and make it easily accessible to them. The mechanism should involve an appropriate level of management and address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned, without any retribution. The mechanism should also allow for anonymous complaints to be raised and addressed. The mechanism should not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements. | |
| 1. Settlement of Disputes |  | |
| Amicable Settlement | * 1. The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of this Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. | |
| Dispute Resolution | * 1. Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after the receipt by one Party of the other Party’s request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions **specified in the SCC**. | |
| 1. Commissions and Fees | * 1. The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution and performance of this Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. | |
| 1. Entire Agreement | * 1. This Contract contains all of the covenants, stipulations and provisions agreed to by the Parties. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this Contract. | |
| 1. Commencement, Completion and Modification of Contract |  | |
| Contract Entry into Force | * 1. This Contract shall come into full force and be legally binding on the Parties in all respects, on the date this Contract is signed by the Parties or such other date as may be **stated in the SCC**. | |
| Effective Date and Commencement of Services | * 1. The Consultant shall commence the Services on the date **specified in the SCC**, which shall be defined as the “Effective Date.” | |
| Expiration of Contract | * 1. Unless terminated earlier pursuant to GCC Clause 21, this Contract shall expire at the end of such time period after the Effective Date as **specified in the SCC**. | |
| Modifications or Variations | * 1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Sub-clause 50.1, however, each Party shall give due consideration to any Offers for modification or variation made by the other Party. | |
| Substantial Modification to supervised contracts | * 1. For all contracts supervised by the Consultant on behalf of the Client, in cases of any of the below, the prior written consent of the Client is required:  1. the value of a contract supervised by the Consultant on behalf of the Client that did not require approval under the “*MCC PPG*” is raised to a value that would require approval 2. the original duration of a contract supervised by the Consultant on behalf of the Client is extended by 25% or more, or 3. the original value of a contract supervised by the Consultant on behalf of the Client is increased by ten percent (10%) or 1 million US Dollars or more (whichever may apply); once the 10% contract (or 1 million US Dollars) threshold for modifications or change orders has been reached for such a contract, any subsequent contract modification or change order that individually or collectively exceed 3% of the original value of such a contract will also require the approval of the Client. 4. In all cases mentioned above, the Client must comply with the approval requirements set forth in the “*MCC PPG*” regarding contract modifications. | |
| 1. Payments to the Consultant   Ceiling Amount  Remuneration and Other Direct Costs | * 1. The ceiling amounts shall be **as specified in the SCC**. An estimate of the cost of the Services is set forth in Annex K (Remuneration) and Annex L (Other Direct Costs).   2. Payments under this Contract shall not exceed the ceiling(s) for the applicable currency/currencies as set out in SCC 17.1.   3. For any payments in excess of the ceiling(s) referred to in GCC 17.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.   4. The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) Other Direct Costs that are actually and reasonably incurred by the Consultant in the performance of the Services.   5. All payments shall be at the rates set forth in Annex K and Annex L.   6. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.   7. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts’ list in Annex D. Key Personnel and Sub-Consultants, (iii) the Consultant’s profit, and (iv) any other items as specified in the SCC.   8. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of Client once the applicable remuneration rates and allowances are known. | |
| Contract Price | 1. 1. Except as provided in GCC Sub-clause 19.2, the total payment due to the Consultant shall not exceed the Contract Price **set forth in the SCC 17.1** (as may be adjusted in accordance with the terms of the SCC). The Contract Price is an all-inclusive not-to-exceed ceiling price covering all costs required to provide the Services in accordance with the terms of this Contract. The Contract Price may only be increased above the amounts **stated in the SCC** (including, without limitation, pursuant to the terms of GCC Sub-clauses 10.4, 48.2 and 50.2) if the Parties have agreed to additional payments in accordance with GCC Sub-clauses 16.4, 16.5 and 19.1. | |
| Currency of Payment | * 1. Payments shall be made in US Dollars, or the Local Currency, or, if justified for sound business reasons and approved by the Client, a combination of the two currencies. | |
| Terms, Conditions and Mode of Billing and Payment | * 1. Payments will be made to the account of the Consultant and according to the payment schedule stated in SCC 17.1 and against an invoice. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount. Invoices shall include (a) the agreed upon unit labor rates times the days worked during the billing period and (b) other direct costs.   2. The Itemized Invoices: the Consultant shall submit to the Client itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and other direct costs separately.   3. There will be no markup on Other Direct Costs. In all cases, invoices shall be delivered to the Client no later than thirty (30) days prior to the requested payment date and will not be deemed delivered until they are in form and substance satisfactory to the Client. Payments will be made to the Consultant within thirty (30) days of the date of receipt by the Client of a valid and proper invoice or the date of the Client's acceptance of required deliverables (e.g., the delivery of reports), whichever is later. The Consultant shall comply with any other instructions related to payment as may be reasonably requested by the Client.   4. The Final Payment: The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory thirty (30) days after receipt of the final report and final invoice by the Client unless the Client, within such thirty (30) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above. | |
| Payment for Additional Services | * 1. For the purposes of determining the remuneration due for additional Services as may be granted under GCC Sub-clause 16.4, a breakdown of the Contract Price is provided in Annexes E and F. | |
| Interest on Delayed Payments | * 1. If the Client has delayed payments beyond thirty (30) days after the payment date determined in accordance with GCC Sub-clauses 18.3 through 18.6, interest shall be paid to the Consultant for each day of delay at the rate **stated in the SCC**. | |
| 1. Taxes and Duties | 1. **[This GCC Clause 19 (a) may need to be modified to address unique tax arrangements in some countries. In situations in which a potential issue exists, the relevant MCC OGC attorney is to be consulted before finalizing a form of Contract based on this Request for Offers]** Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at [insert web link], the Consultant, the Sub-Consultants, and their respective Personnel may be subject to certain Taxes on amounts payable by the Client under this Contract in accordance with Applicable Law (now or hereinafter in effect). The Consultant, each Sub-Consultant and their respective Personnel shall pay all Taxes levied under Applicable Law. In no event shall the Client be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Consultant, any Sub-Consultant or their respective Personnel, the Contract Price shall not be adjusted to account for such Taxes. 2. The Consultant, the Sub-Consultants and their respective Personnel, and their eligible dependents, shall follow the usual customs procedures of the Client's Country in importing property into the Country. 3. If the Consultant, the Sub-Consultants or any of their respective Personnel, or their eligible dependents, do not withdraw, but dispose of any property in the Client's Country upon which customs duties or other Taxes have been exempted, the Consultant, the Sub-Consultants or such Personnel, as the case may be, (i) shall bear such customs duties and other Taxes in conformity with Applicable Law, or (ii) shall reimburse such customs duties and Taxes to the Client if such customs duties and Taxes were paid by the Client at the time the property in question was brought into the Country. 4. Without prejudice to the rights of the Consultant under this Clause, the Consultant, the Sub-Consultants and their respective Personnel will take reasonable steps as requested by the Client or the Government with respect to the determination of the Tax status described in this GCC Clause 19. 5. If the Consultant is required to pay Taxes that are exempt under the Compact or a related agreement, the Consultant shall promptly notify the Client (or such agent or representative designated by the Client) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by the Client, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes. 6. The Client shall use reasonable efforts to ensure that the Government provides the Consultant, the Sub-Consultants, and their respective Personnel the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the Compact or related agreements. If the Client fails to comply with its obligations under this paragraph, the Consultant shall have the right to terminate this Contract in accordance with GCC Sub-clause 21.2(d). | |
| 1. Suspension | * 1. The Client may, by giving thirty (30) days’ written notice to the Consultant, suspend all payments to the Consultant under this Contract if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (a) shall specify the nature of the failure, and (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension. | |
| 1. Termination |  | |
| By the Client | * 1. Without prejudice to any other remedies that may be available to it for breach of this Contract, the Client may, upon written notice to the Consultant, terminate this Contract in case of the occurrence of any of the events specified in sub-paragraphs (a) through (i) of this GCC Sub-clause 21.1, and in the case of the occurrence of any of the events specified in paragraphs (h) or (i) of this GCC Sub-clause 21.1, the Client may suspend this Contract.  1. If the Consultant, in the judgment of the Client or MCC, fails to perform its obligations relating to the use of funds set out in Annex B. Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the Consultant repay any and all funds so misused within a maximum of thirty (30) days after termination. 2. If the Consultant does not remedy a failure in the performance of its obligations under this Contract (other than failure to perform obligations relating to use of funds as set forth in GCC Sub-clause 21.1(a) of this Contract, which such failure shall not be entitled to a cure period) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the Client. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days (or such further period as may have been approved by the Client) or on such later date as may be specified by the Client. 3. If the Consultant (or any Member or Sub-Consultant) becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by the Client in such notice of termination. 4. If the Consultant (or any Member or Sub-Consultant), in the judgment of the Client has engaged in coercion, collusion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption or prohibited practices in competing for or in the performance of this Contract or another MCC funded contract. Termination under this provision shall become effective immediately upon delivery of the notice of termination. 5. If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the Client. 6. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the Client. 7. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 13. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the Client. 8. If the Compact expires, is suspended or terminates in whole or in part in accordance with the terms of the Compact. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Sub-clause 21.1(h), the Consultant has an obligation to mitigate all expenses, damages and losses to the Client during the period of the suspension. 9. If an event has occurred that would be grounds for suspension or termination under Applicable Law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended pursuant to this GCC Sub-clause 21.1(i), the Consultant has an obligation to mitigate all expenses, damages and losses to the Client during the period of the suspension. 10. If the Consultant fails to provide evidence of continued eligibility or if the MCC makes an unfavorable eligibility determination of the Consultant, including in relation with any changes of Ultimate Beneficial Owners during Contract performance. Termination under this provision shall become effective immediately upon delivery of the notice of termination | |
| By the Consultant | * 1. The Consultant may terminate this Contract, upon written notice to the Client in accordance with the time period specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC Sub-clause 21.2.  1. If the Client fails to pay any money due to the Consultant pursuant to this Contract that is not otherwise subject to dispute pursuant to GCC Clause 13 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the Clientto the Consultant within such thirty (30) days. 2. If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination. 3. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 13. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination. 4. If the Consultant does not receive a reimbursement of any Taxes that are exempt under the Compact within one hundred and twenty (120) days after the Consultant gives notice to the Client that such reimbursement is due and owing to the Consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the Consultant within such thirty (30) days. 5. If this Contract is suspended in accordance with GCC Sub-clauses 21.1(h) or (i) for a period of time exceeding three (3) consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with GCC Sub-clauses 21.1(h) or (i) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination. | |
| 1. Payment Upon Termination | * 1. Upon termination of this Contract pursuant to GCC Sub-clauses 21.1 or 21.2,the Client shall make, or cause to be made, the following payments to the Consultant:  1. payment pursuant to GCC Clauses 17 and 18 for Services satisfactorily performed prior to the effective date of termination; and 2. except in the case of termination pursuant to paragraphs (a) through (d) and (g) of GCC Sub-clause 21.1, reimbursement of any reasonable cost (as determined by the Clientor MCC) incidental to the prompt and orderly termination of this Contract; provided, that in the case of suspension of this Contract pursuant to GCC Sub-clauses 21.1 (h) or (i), the Consultant has complied with its obligation to mitigate in accordance with such clauses. | |
| Disputes about Events of Termination | * 1. If either Party disputes whether an event specified in paragraphs (a), (b), (c), (e) or (g) of GCC Sub-clause 21.1 or paragraphs (a) through (d) of GCC Sub-clause 21.2 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute resolution in accordance with GCC Clause 13, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award. | |
| Cessation of Rights and Obligations | * 1. Upon termination of this Contract pursuant to GCC Clause 21, or upon expiration of this Contract pursuant to GCC Sub-clause 16.3, all rights and obligations of the Parties under this Contract shall cease, except (a) such rights and obligations as may have accrued on the date of termination or expiration, (b) the obligation of confidentiality set forth in GCC Clause 34, (c) the Consultant’s obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC Clause 38 and Annex B and (d) any right or obligation which a Party may have under the Applicable Law. | |
| Cessation of Services | * 1. Upon termination of this Contract by notice of either Party to the other pursuant to GCC Sub-clauses 21.1 or 21.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clauses 35 or 42. | |
| 1. Force Majeure |  | |
| Definition | * 1. For the purposes of this Contract, “Force Majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, including any Sub-Consultant), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party’s reasonable diligence, and (d) makes such Party’s performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances. | |
| No Breach of Contract | * 1. The failure of a Party to fulfil any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure. | |
| Measures to be Taken | * 1. Subject to GCC Sub-clause 23.6, a Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of Force Majeure. | |
|  | * 1. A Party affected by an event of Force Majeure shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.   2. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. | |
|  | * 1. During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions bythe Client, shall either:  1. demobilize, in which case the Consultant shall be reimbursed for additional costs it reasonably and necessarily incurred and, if the Consultant is required by the Client to reactive its performance of the Services at the time of restoration of normal conditions, the additional costs the Consultant reasonably and necessarily incurred as part of such reactivation; or 2. continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. | |
|  | * 1. In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled in accordance with GCC Clause 13. | |
| 1. Required Provisions; Flow Through Provisions | * 1. For the avoidance of doubt, the Parties agree and understand that the provisions set forth in Annex B reflect certain obligations of the Government and the Client under the terms of the Compact and related documents that are also required to be transferred onto any Consultant, Sub-Consultant or Associate who partakes in procurements or contracts in which MCC Funding is involved and that, as with other clauses of this Contract, the provisions of Annex B are binding obligations under this Contract.   2. In any subcontract or sub-award entered into by the Consultant, as permitted by the terms of this Contract, the Consultant shall ensure the inclusion of all the provisions contained in Annex B in any agreement related to such subcontract or sub-award. | |
| 1. Fraud and Corruption Requirements | * 1. MCC requires that the Client and any other beneficiaries of MCC Funding, including any offerors, suppliers, contractors, Sub-Consultants and Consultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts.   MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations (“MCC’s AFC Policy”) is applicable to all procurements and contracts involving MCC Funding and can be found on the MCC website. MCC’s AFC Policy requires that companies and entities receiving MCC funds acknowledge notice of MCC’s AFC Policy and certify to the Client that they have acceptable commitments and procedures in place to address the potential for fraud and corruption.  Any entity receiving an award (including, but not limited to, both contracts and grants) of MCC Funding of over $500,000 will be required to certify to the Client that they will adopt and implement a code of business ethics and conduct within ninety (90) days of Contract award. Such entity will also include the substance of this Clause in subcontracts that have a value in excess of $500,000. Information regarding the establishment of business ethics and conduct programs can be obtained from numerous sources, including but not limited to:  <http://www.oecd.org/corruption/Anti-CorruptionEthicsComplianceHandbook.pdf>;  <https://www.cipe.org/resources/anti-corruption-compliance-guide-mid-sized-companies-emerging-markets/>   1. For purposes of the Contract, the terms set forth below are defined as follows, and sometimes referred to collectively in this document as “Fraud and Corruption”: 2. “***coercion***”means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to influence improperly the actions of a party in connection with the implementation of any contract supported, in whole or in part, with MCC funding, including such actions taken in connection with a procurement process or the execution of a contract; 3. “***collusion***” means a tacit or explicit agreement between two or more parties to engage in coercion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption, or a prohibited practice, including any such agreement designed to fix, stabilize, or manipulate prices or to otherwise deprive the Client of the benefits of free and open competition; 4. “***corruption***”means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official, Client staff, MCC staff, consultants, or employees of other entities engaged in work supported, in whole or in part, with MCC Funding, including such work involving taking or reviewing selection decisions, otherwise advancing the selection process or contract execution, or the making of any payment to any third party in connection with or in furtherance of a contract; 5. “***fraud***” means any act or omission, including any misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party in order to obtain a financial or other benefit in connection with the implementation of any contract supported, in whole or in part, with MCC funding, including any act or omission designed to influence (or attempt to influence) a selection process or the execution of a contract, or to avoid (or attempt to avoid) an obligation; 6. ***“obstruction of investigation into allegations of fraud or corruption”***means any act taken in connection with the implementation of any contract supported, in whole or in part, with MCC funding: (a) that results in the deliberate destroying, falsifying, altering or concealing of evidence or making false statement(s) to investigators or any official in order to impede an investigation into allegations of coercion, collusion, corruption, fraud, or a prohibited practice; or (b) that threatens, harasses, or intimidates any party to prevent him or her from either disclosing his or her knowledge of matters relevant to an investigation or from pursuing the investigation; or (c) that is intended to impede the conduct of an inspection and/or the exercise of audit rights of MCC and/or the Office of the Inspector General (OIG) responsible for MCC provided under the Compact, Threshold Program agreement, or related agreements. 7. “***prohibited practice***” means any action that violates Section E (Compliance with Anti-Corruption Legislation), Section F (Compliance with Anti-Money Laundering Legislation), and Section G (Compliance with Terrorist Financing Legislation and Other Restrictions) set forth in Annex B (Additional Provisions) to this Contract. 8. MCC may cancel any portion or all of the MCC Funding allocated to the Contract if it determines at any time that representatives of the Client, the Consultant or any other beneficiary of the MCC Funding were engaged in any coercion, collusion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption, or prohibited practices during the selection process or the performance of the Contract, or another MCC-funded contract, without the Client, the Consultant or such other beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation. 9. MCC and the Client may pursue sanction of the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract if at any time either MCC or the Client determines that the contractor has, directly or through an agent, engaged in any coercion, collusion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption, or prohibited practices in competing for, or in performance of, the Contract or another MCC-funded contract. 10. If the Client or MCC determines that the Consultant, any subcontractor, any of the Consultant’s Personnel, or any agent or affiliate of any of them has, directly or indirectly, engaged in coercion, collusion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption, or prohibited practices, in competing for or in the performance of the Contract, then the Client or MCC may, by notice, immediately terminate the Contract, and the provisions of GCC Sub-clause 21.1 shall apply. 11. Should any of the Consultant’s Personnel be determined to have engaged in coercion, collusion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption, or prohibited practices during the competition for or execution of the Contract, but the Client or MCC determines not to terminate the Contract in accordance with the immediately preceding sub-paragraph, then the relevant Consultant’s Personnel shall be removed in accordance with GCC Clause 12. | |
| 1. Combatting Trafficking in Persons | * 1. MCC, along with other United States Government entities, has adopted a zero-tolerance policy with regard to Trafficking in Persons (“TIP”) through its Counter-Trafficking in Persons Policy.[[7]](#footnote-8) In pursuance of this policy: | |
|  | 1. **Defined Terms**. For purposes of the application and interpretation of this Sub-clause: 2. The terms “coercion,” “commercial sex act,” “debt bondage,” “employee,” “forced labor,” “fraud,” “involuntary servitude,” and “sex trafficking” have the meanings given such terms in the MCC Counter-Trafficking in Persons Policy (“MCC C-TIP Policy”) and such definitions are incorporated by reference into this Sub-clause; and 3. “Trafficking in Persons” means (a) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; (b) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. | |
|  | **(b) Prohibition.** Contractors, subcontractors, Consultants, Sub-Consultants and any of their respective Personnel shall not engage in any form of Trafficking in Persons during the period of performance of any contract funded, in whole or in part, with MCC funding and must also comply with those prohibitions described in U.S. laws and Execute Orders regarding TIP, including using misleading recruitment practices; charging employees recruitment fees; or destroying, concealing, confiscating, or otherwise denying access by an employee to the employee’s identity documents, | |
|  | **(c) Consultant Requirements.**   1. Each contractor, subcontractor, Consultant or Sub-Consultant shall: 2. notify its Personnel of the MCC C-TIP Policy in writing and of the actions that will be taken against Personnel for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; 3. orient Consultant's Personnel with respect to both the MCC definition of TIP and any country-specific legal definition of TIP, to examples of what might constitute TIP, and to the C-TIP obligations of the relevant contract with the Client, in languages comprehensible to the Personnel; 4. provide information and means to Personnel and to affected community members so that they can report suspected instances of TIP to the Consultant, to the Client's reporting mechanism, to the Client's staff, and, where applicable, to an independent/third party mechanism; 5. record and report the Consultant's C-TIP compliance efforts, including its notification to personnel of the MCC C-TIP Policy and its orientation of Personnel; 6. develop and implement written fact-finding protocols for allegations that maintain the confidentiality of witnesses and potential survivors and specify their right to be protected from reprisal; 7. have in place a dedicated person or a contract with a person or consulting organization with appropriate skills, experience, and training to receive and review allegations or concerns of TIP; and 8. take appropriate action, up to and including termination, against Personnel or subcontractors or Sub-Consultants that violate the prohibitions set out in this Clause and MCC C-TIP Policy. 9. Each Consultant shall: 10. certify that it is not engaged in, facilitating, or allowing any activities constituting Trafficking in Persons, or related activities also prohibited under this policy, for the duration of the Contract; 11. provide assurances that activities constituting Trafficking in Persons, or related activities also prohibited under this policy, will not be tolerated on the part of its Personnel, subcontractors or Sub-Consultants (as the case may be), or their respective Personnel; and 12. acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract. 13. The Consultant or Sub-Consultant shall inform the Client within 24 hours of: 14. any information it receives from any source (including law enforcement) that alleges its Personnel, subcontractor, Sub-Consultant, or the personnel of a subcontractor or Sub-Consultant, has engaged in conduct that violates this policy; 15. and any actions taken against any Personnel, subcontractor, subcontractor/consultant, or the personnel of a subcontractor or Sub-Consultant, pursuant to these requirements. | |
|  | **(d) Remedies**. Once a TIP incident has been confirmed and depending on the severity of each case, the Client will apply remedies, which could include any, all, or any combination of the following:   1. the Client requiring the Consultant to remove the involved Personnel, Sub-Consultant or any of its involved Personnel, or any involved agent or affiliate; 2. the Client requiring the termination of a subcontract or sub-award; 3. suspension of Contract payments until the breach is remedied to the satisfaction of the Client; 4. loss of incentive payment, consistent with the incentive plan set out in the Contract, if any, for the performance period in which the Client determined non-compliance; 5. the Client pursuing sanctions against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract; 6. termination of the Contract by the Client for default or cause in accordance with the termination Clause of the Contract; and 7. the Client directing the Consultant to provide reasonable financial support or restitution to the survivor(s) of any such incident, in each case in accordance with the Consultant’s applicable TIP risk management plan, and/or based on a final judicial or administrative determination issued pursuant to Applicable Law or the findings of an investigation conducted (directly or through a third party) by the Client through its written fact-finding protocols; 8. a finding that the Consultant's Personnel, subcontractor, Sub-Consultant or the personnel of a subcontractor or Sub-Consultant has engaged in conduct that violates the MCC C-TIP Policy or the requirements of this Clause constitutes a breach of the Consultant's obligations under the Contract and could be grounds for the Client to demand payment. | |
| 1. Gender and Social Inclusion | * 1. The Consultant shall ensure that its activities under the Contract comply with the MCC Gender Policy[[8]](#footnote-9) and the Accountable Entity’s Social and Gender Integration Plan (if such Plan is in place), as relevant to the activities performed under this Contract. The MCC Gender Policy requires that activities funded by MCC specifically address social and gender inequalities to ensure opportunities for the participation and benefit of women and vulnerable groups, as well as to ensure that its activities do not cause significant negative social and gender impacts. MCC also requires equitable opportunities for women and other disadvantaged groups to participate in and benefit from MCC funded activities, including in project-related employment. | |
| 1. Prohibition of Harmful Child Labor | * 1. The Consultant shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development. The Consultant will identify the presence of all persons under the age of eighteen (18). Where Applicable Law does not specify a minimum age, the Consultant shall ensure that children aged below 15 are not employed to perform work under the Contract. Where Applicable Laws specify a minimum age of fifteen (15) or above, such minimum age requirement shall apply. Notwithstanding any allowances provided under applicable law to the contrary, under no circumstance shall children under the age of eighteen (18) be employed in hazardous work. All work of persons under the age of eighteen (18) will be subject to an appropriate risk assessment and regular monitoring of health, working conditions, and hours of work. | |
| 1. Prohibition of Sexual Harassment | * 1. MCC has adopted a series of mutually reinforcing policy and guidance to prevent and prohibit sexual misconduct, including harassment, exploitation, and abuse of any kind among Consultant's personnel and the Client. These include some forms of trafficking in persons (TIP), sexual harassment (SH), and sexual exploitation and abuse (SEA).   **(a) Defined Terms**: For purposes of the application and interpretation of this clause:  (i) “Sexual Harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Examples of sexual harassment include, but are not limited to, the following behaviors: unwelcome sexual advances; requests for sexual favors; verbal or physical harassment of a sexual nature; or offensive remarks about a person’s sex, sexual orientation or non-conformity with gender stereotypes.  (ii) “Sexual Exploitation” means actual or attempted abuse of a position of vulnerability, power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another.  (iii) “Sexual Abuse” means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.  (iv) Sexual exploitation and abuse (SEA) are referred to under the umbrella term ‘SEA.’ SEA also includes sexual relations with any person under the age of eighteen (18) in any context. SEA may involve behavior of Consultant's Personnel toward other Consultant Personnel, as well the behavior of Consultant Personnel toward third parties, such as Compact beneficiaries and community members. Several forms of SEA are also covered by MCC’s TIP Policy.  (v) “Survivor-centered” means aiming to put the rights of each survivor of a violation including SH and SEA at the forefront of all actions. People reporting SH and SEA should have their safety protected, their reports addressed confidentially, and their concerns addressed in a manner that maintains their dignity while also respecting their rights to withdraw from or decline procedures related to their reports.  **(b) Prohibitions:**  The Consultant shall prohibit all Personnel from engaging in Sexual Harassment, Sexual Exploitation, and Sexual Abuse behaviors directed toward other Personnel; Compact beneficiaries, community members, partners, and stakeholders; Client employees and Consultants; and MCC personnel and consultants.  **(c) Contractor Requirements**  (i) Sexual harassment  The Consultant shall:  (a) implement a policy prohibiting all Personnel from engaging in sexual harassment and put in place an incident referral and reporting plan with respect to the provision of services to support a safe and respectful work environment, in form and substance satisfactory to the Client and MCC;  (b) ensure that all Consultant and Sub-consultant Personnel understand and operate in accordance the requirements of this Clause in order to assure a safe, respectful, and harassment free work environment and harassment-free behavior in communities surrounding their place of work.  (ii) Sexual exploitation and abuse  The Consultant (or Sub-consultant) shall:  (a) implement a policy prohibiting all Personnel from engaging in sexual exploitation and abuse in all its forms and put in place survivor-centered incident reporting and service referral protocols, in form and substance satisfactory to the Client and MCC;  (b) ensure that all Personnel understand and operate in accordance the requirements of this Clause, including by providing training on the Clause and any related codes of conduct;  (iii) The Consultant (or Sub-consultant) shall:  (a) notify Personnel that actions that will be taken for violations. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;  (b) provide information and means to personnel and to affected community members so that they can report suspected instances of SH and SEA to the Consultant, to the to the Client's reporting mechanism, to the Cient's staff, and, where applicable, to an independent/third party mechanism;  (c) have in place a dedicated person or a contract with a dedicated person or consulting organization with appropriate skills, experience, and training to receive and review allegations or concerns of SH and SEA;  (d) develop and implement fact-finding protocols for SH and SEA allegations that maintain the confidentiality of witnesses and potential survivors and specify their right to be protected from reprisal; and  (e) take appropriate action, up to and including termination, against personnel or subcontractors that violate the prohibitions set out in this clause.  (iv) The Consultant (or Sub-consultant) shall inform the Client:  (a) Within 24 hours of information it receives from any source (including law enforcement) that alleges its Personnel, Sub-consultant, or the personnel of a Sub-consultnat, has engaged in conduct that violates this clause;  (b) Of any active investigations; and  (c) Of any actions taken against any personnel, subcontractor, or the personnel of a subcontractor, pursuant to these requirements.  **(d) Remedies**  The Client may investigate (either directly or through a third party) allegations of sexual harassment, exploitation, and abuse as it determines appropriate, in accordance with its written fact-finding protocols. The Consultant shall fully cooperate with any investigation conducted by the Client regarding breach of this provision. The Consultant will ensure that any incident of sexual harassment, exploitation, or abuse is investigated by the Client has been resolved to the Client's and MCC’s satisfaction.  Once an incident has been confirmed and depending on the severity of each case, the Client may apply remedies that could include any, all, or a combination of the following:  (i) the Client requiring the Consultant to remove the involved Personnel, Sub-consultant or any of its involved personnel, or any involved agent or affiliate;  (ii) the Client requiring the termination of a subcontract or sub-award;  iii) suspension of Contract payments until the breach is remedied to the satisfaction of the Client;  (iv) loss of incentive payment, consistent with the incentive plan set out in the Contract, if any, for the performance period in which the Client determined non-compliance;  (v) the Client pursuing sanctions against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract;  vi) termination of the Contract by the Client for default or cause in accordance with the termination Clause of the Contract; and  (v) the Client directing the Consultant to provide reasonable financial support or restitution to the survivor(s) of any such incident, based on a final judicial or administrative determination issued pursuant to Applicable Law or the findings of an investigation conducted (directly or through a third party) by the Client. | |
| 1. Non-Discrimination and Equal Opportunity | * 1. The Client adheres to the principle of equal opportunity and fair treatment in its employment practices. The Client expects that the Consultant and its Sub-consultants shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. Personal characteristics include sex, race, nationality, ethnic, social and indigenous origin, religion or belief, disability, age, sexual orientation, and gender identity. The Client expects that the Consultant and its Sub-consultants shall base their employment decisions on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. | |
| 1. Grievance Mechanism for Consultant and Subcontractor Personnel | * 1. The Consultant shall provide a grievance mechanism for Personnel, including Sub-consultant staff if a separate Sub-consultant grievance mechanism does not exist, to raise workplace concerns. The Consultant shall inform its Personnel of the grievance mechanism at the time of recruitment and make it easily accessible to each member of its Personnel in a language or languages comprehensible to the Personnel. The mechanism should involve an appropriate level of management and address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned, without any retribution. The mechanism should also allow for anonymous complaints to be raised and addressed. The mechanism should not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements.   2. In the event of a grievance filed by Consultant's Personnel or Sub-consultant personnel related to Trafficking in Persons, Sexual Harassment, Sexual Exploitation, or Sexual Abuse, the Consultant shall additionally follow the procedures set forth in Clause 26 on Combatting Trafficking in Persons, Clause 29 Prohibition of Sexual Harassment, Exploitation, and Abuse, and related MCC policies. | |
| 1. Standard of Performance | * 1. The Consultant shall perform the Services and carry out its obligations under this Contract with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third parties. | |
| ****Law Governing Services**** | * 1. The Consultant shall perform the Services in accordance with Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. | |
| 1. Conflict of Interests | * 1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests. The Consultant shall disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the termination of the Contract. The Consultant and each of its personnel, Sub-consultants, and affiliates shall not engage in consulting or other activities that conflict with the interest of the Client under the Contract, or that result from or are directly related to the Services.   2. The Consultant shall submit updated Beneficial Ownership Disclosure Forms upon the addition of any Ultimate Beneficial Owner or at the Client's request at any time during Contract performance. Failure to provide information as required may lead to the termination of the Contract in accordance with GCC Sub-Clause 21.1 (j). | |
| Consultant Not to Benefit from Commissions, Discounts, etc. | * 1. The payment of the Consultant pursuant to GCC Clauses 17 and 18 shall constitute the Consultant’s only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations under this Contract, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment. | |
|  | * 1. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the *MCC PPG* from time to time in effect as posted on the MCC website at [www.mcc.gov/ppg](http://www.mcc.gov/ppg) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client. | |
| Consultant and Affiliates Not to Engage in Certain Activities | * 1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Services. | |
| Prohibition of Conflicting Activities | * 1. The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. | |
| 1. Confidential Information; Rights of Use | * 1. Except with the prior written consent of the Client, or as may be required to comply with Applicable Law, the Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to) at any time (a) communicate to any person or entity any confidential information acquired in the course of the Services, or (b) make public the recommendations formulated in the course of, or as a result of, the Services. | |
|  | * 1. The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of the Client, disclose this Contract, or any provision of this Contract, or any specification, plan, drawing, pattern, sample or information provided by or on behalf of the Client in connection therewith, to any person other than a person employed by the Consultant in the performance of this Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. | |
|  | * 1. The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent ofthe Client, make use of any document or information related to or delivered in connection with this Contract, except for the purpose of performing this Contract. | |
|  | * 1. Any document related to or delivered in connection with this Contract, other than this Contract itself, shall remain the property of the Client and shall be returned (including, except as provided in GCC Clause 35, all the copies) to the Client on completion of the Consultant’s performance under this Contract. | |
| 1. Documents Prepared by the Consultant to be the Property of the Client | * 1. All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof in accordance with this GCC Sub-clause 35.1 and Sub-clause 34.4, and in format and substance specifically required in the Terms of Reference. The Consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of the development or use of any such computer programs, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be **specified in the SCC**. | |
| 1. Liability of the Consultant | * 1. Subject to additional provisions, if any, **set forth in the SCC**, the Consultants’ liability under this Contract shall be provided by the Applicable Law. | |
| 1. Insurance to be taken out by the Consultant | * 1. The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage **specified in the SCC** and in Annex B, and (b) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that insurance is in place prior to commencing the Services as stated in GCC Sub-clause 16.2. | |
| 1. Accounting, Inspection and Auditing | * 1. The Consultant shall keep accurate and systematic accounts and records in respect of the provision of the Services under this Contract, in accordance with the provisions of Annex B and internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs, receipt and use of goods and services and the base thereof, together with a detailed inventory thereof. In addition, the Consultant will be required and be willing and able to undergo a dedicated audit of their work and costs associated with this and other contract activities as determined by the Client or MCC as a Covered Provider as defined by *The Accountable Entities Guidelines for Contracted Financial Audits (“AE Audit Guidelines”).* As such, the Consultant must maintain a dedicated account and produce periodic financial statements consistent with the standards outlined in the AE Audit Guidelines and which provide evidence to Client and its auditors that the costs incurred are reasonable and consistent with invoicing presented to Client. | |
| Reporting Obligations | * 1. The Consultant shall maintain such books and records and submit to the Client the reports, documents and other information specified in Annexes B and C, in the form, in the numbers and within the time periods set forth in such Annexes. The Consultant shall submit to the Client such other reports, documents and information as may be requested by the Client from time to time. Final reports shall be delivered in an electronic form specified by the Client in addition to the hard copies specified in Annexes B and C. The Consultant consents to the Client’s sharing of the reports, documents and information delivered by the Consultant pursuant to this Contract with MCC and the Government. | |
| 1. Consultant’s Actions Requiring the Client’s Prior Approval | * 1. In addition to any modification or variation of the terms and conditions of this Contract pursuant to GCC Sub-clause 16.4, the Consultant shall obtain the Client’s prior approval in writing before taking any of the following actions:  1. any change or addition to the Personnel listed in Annex D; 2. in accordance with Section 5.1 above, entering into a subcontract with a Sub-Consultant for the performance of a major item of the Services; and 3. any other action that may be **specified in the SCC**. | |
| 1. Obligations with Respect to Subcontracts | * 1. Notwithstanding the Client’s approval for the Consultant to enter into a subcontract pursuant to GCC Clause 39, the Consultant shall retain sole and full responsibility for the Services and all payments due to subcontractors thereof. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may require that the Consultant provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself. | |
| 1. Use of Funds | * 1. The Consultant shall ensure that its activities do not violate provisions relating to use of funds and the prohibition of activities likely to cause a significant environmental, health or safety hazard, as set out in Annex B. Environmental, health, and safety hazards are defined in Appendix A of the MCC Environmental Guidelines available at [www.mcc.gov](http://www.mcc.gov). | |
| 1. Equipment, Vehicles and Materials Furnished by the Client | * 1. If **so specified in the SCC**, equipment, vehicles or materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles or materials and shall dispose of such equipment, vehicles and materials in accordance with the Client’s instructions. While in possession of such equipment, vehicles or materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value. | |
| 1. Equipment and Materials Provided by the Consultant | * 1. Equipment, vehicles or materials brought into the Client Country by the Consultant, Sub-Consultants and Personnel, or purchased by them without funds provided by the Client, and used either for provision of the Services or personal use shall remain the property of the Consultant, its Sub-Consultants or the Personnel concerned, as applicable. | |
| 1. Assistance and Exemptions | | * 1. Unless otherwise **specified in the SCC**,the Client shall use its best efforts to ensure that the Government shall:  1. Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services. 2. Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government’s country. 3. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents. 4. To the extent permitted by Applicable Law, exempt the Consultant, Sub-Consultants and their Personnel employed for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity. 5. Grant to the Consultant, Sub-Consultants and their Personnel the privilege, pursuant to the Applicable Law, of bringing into the Client Country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services. |
| 1. Access to Land | | * 1. The Client warrants that the Consultant, Sub-Consultants and their Personnel shall have, free of charge, unimpeded access to all land in the Client Country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant, Sub-Consultants and their Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or Sub-Consultants or their Personnel. |
| 1. Change in the Applicable Law Related to Taxes and Duties | | * 1. If, after the date of this Contract, there is any change in the Applicable Law with respect to Taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, payments to the Consultant shall not be adjusted. However, the provisions of GCC Sub-clause 19(e) shall be applicable in such a situation. |
| 1. Services, Facilities and Property of the Client | | * 1. The Client shall make available to the Consultant and the Personnel, for the purposes of performing the Services and free of any charge, the services, facilities and property described in Annex G at the times and in the manner specified in Annex G. |
|  | | * 1. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Annex G, the Parties shall agree on (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub-clause 17.1. |
| 1. Payment | | * 1. In consideration of the Services performed by the Consultant under this Contract**,** the Client shall make to the Consultant payments in the manner provided in GCC Clauses 17 and 18. |
| 1. Counterpart Personnel | | * 1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant’s advice, if specified in Annex G. |
|  | | * 1. If counterpart personnel are not provided by the Client to the Consultant as and when specified in Annex G, the Client and the Consultant shall agree on (a) how the affected part of the Services shall be carried out, and (b) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to GCC Sub-clause 18.1. |
|  | | * 1. Professional and support counterpart personnel, excluding the Client’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request. |
| 1. Good Faith | | * 1. The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
| 1. Operation of the Contract | | * 1. The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness. |
| 1. Contractor Past Performance System | | * 1. The Consultant acknowledges that during the performance of the Contract the Employer shall maintain a performance record of the Consultant in accordance with MCC’s Contractor Past Performance Reporting System, as described on MCC’s website. The Consultant shall provide timely information or input to, and otherwise respond to requests for input or information |

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]**.  (o) “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].[[9]](#footnote-10) 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.  OR  This 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 ceiling amount 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 17.6** | The fixed labor unit rates (are)…………………………( are not) subject to price adjustment |
| **GCC 18.8** | 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 35.1** | **[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 36.1** | **[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 36.1 should be deleted from the Contract]*** |
| **GCC 37.1** | 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 39.1** | **[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 42.1** | **[the Client to list here any equipment, vehicles or materials that would become the property of the Client; otherwise, state "Not applicable"]** |
| **GCC 44.1** | **[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 44.1.]**  ***[Note: If there are no additions or changes to the assistance the Client will provide under GCC Sub-clause 44.1, this is not applicable]*** |

Section VIII. Contract Forms and Annexes

This Section contains the Notification of Award, Agreement, Forms and Annexes.

[Notification of Award 138](#_Toc146145099)

[CONTRACT AGREEMENT 139](#_Toc146145100)

[ANNEXES TO CONTRACT 141](#_Toc146145101)

[Annex A: Description of Services 142](#_Toc146145102)

[Annex B: Additional Provisions 143](#_Toc146145103)

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[Annex E: Breakdown of Contract Price in US Dollars 146](#_Toc146145106)

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[Annex G: Services and Facilities to be Provided by the Client 148](#_Toc146145108)

[Annex H: Compliance with Sanctions Certification Form 149](#_Toc146145109)

[Annex I: Self-Certification Form for Consultants/Contractors/Suppliers 157](#_Toc146145110)

[Annex J: Code of Business Ethics and Conduct Certification Form 159](#_Toc146145111)

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Notification of Award

***[The Notification of Award shall be filled in and sent to the successful Consultant in accordance with ITO Clause 31.1]***

**[date]**

To: **[insert name and address of the Offeror]**

**Re: XXXXXXXXXXXXXXXXXXXXX**

**RFO Ref: XXXXXXXXXXXXXXXXX**

Dear [insert name of consultant],

This is to notify you that your Offer dated **[date]** for providing **[name of consulting services]** for the amount of **[insert amount in numbers and words] [insert name of currency]**, as corrected and modified in accordance with the Instructions to Offerors, is hereby accepted by us in our capacity as Client under the Contract.

Within seven (7) days of your receipt of this Notification of Award and the attached Contract Agreement you are hereby instructed to (a) sign and return the attached Contract Agreement in accordance with ITO Sub-clause 31.3; (b) complete and return the Compliance with Sanctions Certification Form included in Section VIII, Contract Forms and Annexes to Contract; and (c) complete and return the Self-Certification Form for Contractors included in Section VIII, Contract Forms and Annexes to Contract.

Signed:

In the capacity of:

**[The Print Name]**

CONTRACT AGREEMENT

This CONTRACT AGREEMENT (this “Contract”) made as of the **[day]** of **[month]**, **[year]**, between **[full legal name of the Client]** (the “Client” or the “Accountable Entity”), on the one part, and **[full legal name of Consultant]** (the “Consultant”), on the other part.

***[Note: If the Consultant consists of more than one entity, the following should be used]***

This CONTRACT AGREEMENT (this “Contract”) made as of the **[day]** of **[month]**, **[year]**, between **[full legal name of the Client]** (the “Client” or the “Accountable Entity”), on the one part, and **[full legal name of lead Consultant]** (the “Consultant”) in **[joint venture / consortium / association]** with **[list names of each joint venture entity]**, on the other part, each of which will be jointly and severally liable to theClient for all of the Consultant’s obligations under this Contract and is deemed to be included in any reference to the term “Consultant.”

**RECITALS**

WHEREAS,

1. The Millennium Challenge Corporation (“MCC”) and the Government of **[Country]** (the “Government”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in **[Country]** on **[insert date]** (the “Compact”) in the amount of approximately **[insert amount]** (“MCC Funding”). The Government, acting through the Accountable Entity, intends to apply a portion of the proceeds of MCC Funding to eligible payments under this Contract. Payments made under this Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use, and conditions to disbursement, of MCC Funding. No party other than the Government and the Accountable Entityshall derive any rights from the Compact or have any claim to the proceeds of MCC Funding; and
2. The Client has requested the Consultant to provide certain consulting Services as described in Annex A to this Contract; and
3. The Consultant, having represented to the Client that it has the required professional skills, and Personnel and technical resources, has agreed to provide such Services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. In consideration of the payments to be made by the Client to the Consultant as set forth in this Contract, the Consultant hereby covenants with the Client to perform the Services in conformity in all respects with the provisions of this Contract.
2. Subject to the terms of this Contract, the Client hereby covenants to pay the Consultant, in consideration of the performance of the Services, the Contract Price (as defined below) or such other sum as may become payable pursuant to the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **[Country]** as of the day, month and year first indicated above.

|  |  |
| --- | --- |
| For **[full legal name of the Client]:** | For **[full legal name of the Consultant]:** |
| Signature | Signature |
| Name | Name |
| Witnessed By: | Witnessed By: |

***[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]***

For and on behalf of each of the Members of the Consultant

**[Name of Member]**

**[Authorized Representative]**

**[Name of Member]**

**[Authorized Representative]**

ANNEXES TO CONTRACT

Annex A: Description of Services

[*Note to Accountable Entity:* Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the Client, etc. This Description of Services is to be based on the TOR issued with the RFO and **incorporates changes agreed upon during negotiations**. It must be noted that this Description of Services takes precedence over the Offeror’s Offer, so any changes recommended or requested by the Offeror do not alter the services the Offeror is required to perform unless agreed to during negotiations and incorporated into this Description of Services.]

This Annex A shall incorporate by reference: the Offer dated **[insert date of awarded Offer]** submitted by **[insert name of Offeror awarded the Contract]** in connection with the procurement for this Contract (the “Offer”), as well as **changes agreed upon during negotiations**. In the event of any inconsistency between this Description of Services and the Offer, the priority of interpretation shall be given to this Description of Services.

Annex B: Additional Provisions

The additional provisions of contract can be found on the MCC website: <https://www.mcc.gov/resources/doc/annex-of-general-provisions>

NB: These provisions must be downloaded and attached to the Contract

Annex C: Reporting Requirements

**Note:** List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

Annex D: Key Professional Personnel and Sub-Consultants

**Note:** List under:

D-1 Titles **[and names, if already available]**, detailed job descriptions and minimum qualifications of foreign Key Professional Personnel to be assigned to work in **[Country]**, and estimated staff-months for each.

D-2 Same as D-1 for foreign Key Professional Personnel to be assigned to work outside **[Country]**.

D-3 List of approved Sub-Consultants (if already available) and same information with respect to their Personnel as in D-1 or D-2.

D-4 Same information as D-1 for local Key Professional Personnel.

D-5 Working hours, holidays, sick leave and vacations, as provided for in GCC Clause 11 (if applicable)

Annex E: Breakdown of Contract Price in US Dollars

**Note:** List here the daily rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the price - US Dollars portion (from Form FIN-4).

This Annex will exclusively be used for determining remuneration for additional services.

Annex F: Breakdown of Contract Price in Local Currency

**Note:** List here the daily rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the price - Local Currency portion (from Form FIN-4).

This Annex will exclusively be used for determining remuneration for additional services.

Annex G: Services and Facilities to be Provided by the Client

**Note:** List here the services, facilities and counterpart personnel to be made available to the Consultant bythe Client.

Annex H: 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[[10]](#footnote-11), for the duration of the Contract.

The form is to be submitted to the Accountable Entity Procurement Agent at the time of Bid 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](mailto: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 Consultant or canceling the Contract, and may subject such 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 Consultant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

|  |
| --- |
| **ALL CONSULTANTS 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 Consultant hereby certifies as follows:   + No adverse or negative results were obtained from such eligibility verifications; and   + To the best of its current knowledge, the Consultant has not provided, at any time within the previous ten years or currently, any material support or resources (including without limitation, any MCC Funding[[11]](#footnote-12)), 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant shall provide the applicable certification in the attached certification form. Note that for the purposes of this certification, Consultants are only required to submit detailed back-up documentation about the eligibility verifications together with their certification form if the Consultant identifies adverse or negative results. If not, Consultants are free to mark the certification form accordingly and submit it to the appropriate recipient (although the Consultant must maintain records per the instructions below).

The Consultant shall verify that any individual, corporation, or other entity that has access to or is (or would be) a recipient of MCC Funding, including Consultant 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 Consultant 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 Consultant 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 |
| Consultant (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 Consultant 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 Consultant itself, the Consultant 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 Consultant 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 Consultant’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 Consultant 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 Consultant 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 Consultant 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 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.

Annex I: Self-Certification Form for Consultants/Contractors/Suppliers

The below self-certification form should be signed by the Consultant as part of the Contract. This self-certification declares that the Consultant will only procure goods and materials essential for the Contract from suppliers that are free of forced and child labor and provide their direct workers with a safe and hygienic workplace.

------------------------------------------------------------------------------------------------------------

As stipulated in the Contract, the Consultant must comply with the International Finance Corporation’s *Performance Standards on Environmental and Social Sustainability* regarding labor standards and protections. In turn, the Consultant must ensure that their primary suppliers, i.e., any person or legal entity who provides goods or materials essential for the Contract, do not use forced and child labor in the production of such goods and materials, and provide the Consultant’s direct workers with a safe and hygienic workplace.

In acknowledgement of my understanding, I certify that with respect to this contract:

* + I understand the requirements in the contract with theAccountable Entity**.**
  + **[Name of Consultant]** will ensure that all operations undertaken are done in accordance with the IFC Performance Standards, as described in the Contract.
  + **[Name of Consultant]** does not and will not use forced or child labor, and provides workers with a safe and hygienic workplace.
  + **[Name of Consultant]** does not and will not procure material or goods from suppliers that employ forced or child labor.
  + **[Name of Consultant]** will only procure material or goods from suppliers that provide a safe and hygienic working place for all laborers.
  + **[Name of Consultant]** is committed to equal opportunity and non-discrimination in workplace practices, and to a respectful workplace that is free from sexual-harassment.
  + **[Name of Consultant]** has a system in place to monitor our suppliers, identify any new and emerging risks. This system also allows **[Name of Consultant]** to effectively remedy any risks.
  + Where remedy is not possible for any new risks or incidents, **[Name of Consultant]** commits to severing ties with these suppliers.

Record any exceptions to the above here:

|  |
| --- |
|  |

*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 Contract. I CONFIRM THAT I DULY REPRESENT* ***[Name of Consultant]*** *AND HAVE THE LEGAL AUTHORITY TO SIGN.*

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

Printed Name of Signatory:

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

Annex J: Code of Business Ethics and Conduct Certification Form

*In satisfaction of Clause 24.1 of the General Conditions of Contract, this form is to be completed by the Consultant and submitted for any MCC-Funded Contract[[12]](#footnote-13)with a value in excess of $500,000. This form is to be completed by the Consultant and submitted together with the signed Contract Agreement.*

*If the original certification, submitted along with the signed Contract Agreement, is that the Consultant “has adopted and implemented,” then further submissions will not be required, except as applicable for subcontracts. If the original certification is that the Consultant “will adopt and implement,” then a subsequent submission will be required when the Consultant “has adopted and implemented.”*

*The form is to be submitted to the Accountable Entity Procurement Agent* ***[email address for Accountable Entity Procurement Agent to be inserted here]****, together with a copy of the Consultant’s code of business ethics and conduct.*

*If the Consultant is a joint venture or association, each Member of the joint venture or association must complete and submit this form, together with their respective code of business ethics and conduct.*

**Code of Business Ethics and Conduct Certification Form**

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

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

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

As stipulated in GCC 24.1 of the Contract, the Consultant must certify to the Accountable Entity that they will adopt and implement a code of business ethics and conduct within ninety (90) days of Contract award. The Consultant must also include the substance of this Clause in subcontracts that have a value in excess of $500,000.

In satisfaction of this requirement, pursuant to GCC 24.1 of the Contract, I certify that with respect to this contract:

* + **[Name of Consultant]** has adopted and implemented a code of business ethics and conduct, a copy of which is hereby submitted together with this certification form.

**OR**

* + **[Name of Consultant]** will adopt and implement a code of business ethics and conduct within ninety (90) days after the date of Contract signature. **[Name of Consultant]** will resubmit this certification, together with a copy of the Consultant’s code of business ethics and conduct, when such code has been adopted and implemented.
  + **[Name of Consultant]** will include the substance of this requirement in all subcontracts having a value in excess of $500,000 and will forward all resulting certifications to **[Name of Accountable Entity]**.

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 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Annex K: Remuneration Cost Estimates

1. Daily rates for the Experts:

*[Insert the table with the remuneration rates. The table shall be based on [Form FIN-4] of the Consultant’s Offer and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.]*

2.*[When the Consultant has been selected under Quality-Based Selection method, or the Accountable Entity has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract’s negotiations also add the following:*

*“The agreed remuneration rates shall be stated in the attached Model Form. This form shall be prepared on the basis of Appendix A to Form FIN-4 of the RFO “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the MCA-Entity prior to the Contract’s negotiations.*

*Should these representations be found by the MCA-Entity (either through inspections or audits or through other means) to be materially incomplete or inaccurate, MCA-Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by MCA-Entity before any such modification, (i) MCA-Entity shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the MCA-Entity to the Consultants, the Consultants shall reimburse to the MCA-Entity any excess payment within thirty (30) days of receipt of a written claim of the MCA-Entity. Any such claim by the MCA-Entity for reimbursement must be made within twelve (12) months after receipt by the MCA-Entity of a final report and a final statement approved by the MCA-Entity in accordance with Clause GCC 20.2 of this Contract.”*

**Model Form**

**Breakdown of Agreed Fixed Rates in Consultant’s Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])\*

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Experts | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Name | Position | Basic Remuneration rate per Working Month/Day/Year | Social Charges1 | Overhead1 | Subtotal | Profit2 | Away from Home Office Allowance | Agreed Fixed Rate per Working Month/Day/Hour | Agreed Fixed Rate per Working Month/Day/Hour1 |
| Home Office | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Work in the MCA-Entity’s Country | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

Signature Date

Name and Title:

Annex L: Other Direct Cost Estimates

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant’s Offer and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

*2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount. ]*

Annex M: Beneficial Ownership Disclosure Form (BODF)

*DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM*

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the Consultant whenever there is a change in beneficial ownership or whenever requested by the Client. In case of joint venture, the Consultant 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 a Consultant is any natural person who ultimately owns or controls the Consultant 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 Consultant*

*An individual directly holds 10 percent or more of the shares of a Consultant 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 a Consultant indirectly if the shares are held through a trust or through another corporation. Therefore the Consultant 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 Consultant, and disclose the identity of any natural person who cumulatively directly or indirectly holds 10 percent or more of the shares of the Consultant. The same rules apply in determining whether an individual has 10 percent or more of the voting rights of the Consultant or the right to appoint a majority of the board of directors or equivalent governing body.*

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

**Contract ref. No.:** [*insert Contract reference number*]

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

*[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 Consultant  (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 Consultant

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 Consultant 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 Consultant

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 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[[13]](#footnote-14), and to review if any Beneficial Owners present a conflict of interest as described in MCC’s Program Procurement Guidelines. We acknowledge that failure to provide this form, or providing false information on this form, can be grounds for terminating the Contract. 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 the Contract. 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 Contract 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 Consultant**: \*[*insert complete name of the Consultant*]

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

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

**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 event that the Consultant is a joint venture, each reference to “Consultant” in the Beneficial Ownership Disclosure Form shall be read to refer to the joint venture member.

\*\* The power of attorney shall be attached.

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. <https://www.mcc.gov/resources/doc/policy-counter-trafficking-in-persons-policy> [↑](#footnote-ref-8)
8. Available at: https://assets.mcc.gov/guidance/mcc-policy-gender.pdf [↑](#footnote-ref-9)
9. *[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-10)
10. “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-11)
11. “MCC Funding” is defined as funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding [↑](#footnote-ref-12)
12. “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 Procurement Policy and Guidelines*, and using funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding. [↑](#footnote-ref-13)
13. World Bank, African Development Bank, Asian Development Bank, Inter-American Development Bank, and European Bank of Reconstruction and Development. [↑](#footnote-ref-14)