

**Standard Bidding Document**

**Procurement of Consulting Services**

**Date: February 15, 2021**

**Foreword**

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

Although this RFP 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 Proposals 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 MCA Entity and should be deleted before the document is finalized.

**Summary Description**

**PART 1 – SELECTION PROCEDURES**

**Section I Instructions to Consultants (“ITC”)**

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

**Section II Proposal Data Sheet** **(“PDS”)**

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

**Section IV A Technical Proposal Forms**

This section contains the Technical Proposal Forms which are to be completed by the prospective Consultants and submitted in a separate envelope as part of their Proposals. **The text of the Forms in this section may be customized**.

**Section IV B Financial Proposal Forms**

This section contains the Financial Proposal Forms which are to be completed by the prospective Consultants and submitted in a separate envelope as part of their Proposals. **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 MCA 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 MCA 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 MCA 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 Consultant.

**[Insert Specific Procurement Notice]**

**REQUEST FOR PROPOSALS**

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

**[MCA Entity]**

**On Behalf of:**

**The Government of [Country]**

**[Millennium Challenge Account Entity]**

**Program**

**Funded by**

**THE UNITED STATES OF AMERICA**

**through**

**THE MILLENNIUM CHALLENGE CORPORATION**

**for**

**Procurement of Consultant Services**

**\*\*\***

**[Name of Procurement]**

**\*\*\***

**RFP / [Procurement Method] / [RFP number]**

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# PART 1 SELECTION PROCEDURES

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**Instruction to Consultants**

|  |  |  |
| --- | --- | --- |
| 1. General | | |
| *In Part 1 (Proposal and Selection Procedures) of this Request for Proposals, the following words and expressions shall have the meanings stated. These definitions shall not apply to any words or expressions in the sections that make up Part 2 (Contract Documents) of this RFP, in which such words and expressions shall have the meanings stated in GCC Sub-clauses 1.1 and 2.1 unless otherwise specified.* | | |
|  | 1. “Addendum” or “Addenda” means a modification to this RFP issued by the MCA Entity. 2. “Associate” means any entity that is a member of the Association that forms the Consultant. A Sub-Consultant is not an Associate. 3. “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. 4. “Compact” means the Millennium Challenge Compact **identified in the PDS**. 5. “Compact Development Funding Agreement” or “CDF Agreement” means the Compact Development Funding Agreement **identified in the PDS**. 6. “confirmation” means confirmation in writing. 7. “Consultant” means any legal entity that may provide or provides the Services to the MCA Entity under the Contract. 8. “Contract” means the contract proposed to be entered into between the MCA 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 RFP. 9. “days” refers to calendar days. 10. “FBS” means Fixed Budget Selection method as defined in the MCC PPG. 11. "Financial Proposal" has the meaning given the term in ITC Sub-clause 12.11. 12. “Fiscal Agent” means any entity that provides services to the MCA Entity under the terms of the Fiscal Agent Agreement. 13. “GCC” means the General Conditions of Contract. 14. “Government” means the Government **identified in the PDS**. 15. “IFC Performance Standards” means the International Finance Corporation’s Performance Standards on Environmental and Social Sustainability. 16. “Implementing Entity”: means a Government affiliate **identified in the PDS** engaged by the MCA Entity for the purposes of compact implementation. 17. “Instructions to Consultants” or “ITC” means Section I of this RFP, including any amendments, which provides Consultants with all information needed to prepare their Proposals. 18. “in writing” means communicated in written form (e.g., by paper, mail, facsimile, e-mail or other electronic means). 19. "Key Professional Personnel" means the Key Professional Personnel identified pursuant to ITC Sub-clause 12.5(d). 20. “LCS” means Least Cost Selection method as defined in the MCC PPG. 21. “Millennium Challenge Corporation” or “MCC” means a United States Government corporation, acting on behalf of the United States Government. 22. “MCA Entity” or “Client” means the accountable entity designated by the Government to implement the Compact or Threshold Program, **identified in the PDS.** 23. “MCC Funding” means the funding MCC has made available to the Government pursuant to the terms of the Compact. 24. “*MCC’s AFC Policy*” has the meaning provided in ITC Clause 3. 25. “*MCC Counter-Trafficking in Persons Policy*” means the policy identified in ITC Clause 4. 26. “*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/ 27. “*MCC Program Procurement Guidelines*” or “MCC PPG” means the *MCC Program Procurement Guidelines* and its amendments posted from time to time on the MCC website at [www.mcc.gov/ppg](http://www.mcc.gov/ppg). 28. “PDS” means the Proposal Data Sheet, in Section II of this RFP, used to reflect specific requirements and/or assignment conditions. 29. “Personnel” means Key Professional Personnel and additional staff provided by the Consultant, or by any Sub-Consultants, or Associates that are assigned to perform the Services or any part thereof. 30. "Pre-Proposal Conference" means the pre-proposal conference **specified in PDS ITC Clause 1.4**, if any. 31. “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a Consultant in response to this RFP. 32. “QBS” means Quality-Based Selection method as defined in the MCC PPG. 33. “QCBS” means Quality and Cost-Based Selection method as defined in the MCC PPG. 34. “RFP” means this Request for Proposals, including any amendments that may be made, prepared by the MCA Entity for the selection of the Consultant. 35. “SCC” means the Special Conditions of Contract. 36. “Services” means the tasks to be performed by the Consultant pursuant to the Contract. 37. Sexual harassment is defined in the *Guidance Note to MCAs on Sexual Harassment* available at www.mcc.gov. 38. “Sub-Consultant” means any person or legal entity with whom the Consultant subcontracts any part of the Services. 39. “Taxes” has the meaning given the term in the Compact, or CDF Agreement, or Threshold Program Grant Agreement. 40. “TEP” means the Technical Evaluation Panel, selected for the purpose of evaluating the Proposals received, that submits a report with recommendation for award of the Contract for which this RFP is being issued. 41. "Technical Proposal" has the meaning given the term in ITC Sub-clause 12.5. 42. “Terms of Reference” or “TOR” means the document included in this RFP as Section V, which explains the objectives; scope of work; activities; tasks to be performed, respective responsibilities of the MCA Entity and the Consultant; and expected results and deliverables of the assignment. 43. “Threshold Program Grant Agreement” means the Threshold Program Grant Agreement **identified in the PDS.** 44. “Trafficking in Persons” or “TIP” has the meaning given to the term in the *MCC Program Procurement Guidelines*. |
| 1. Scope of RFP | The MCA Entity will select a Consultant in accordance with the selection method **specified in the PDS**  Throughout this RFP 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. |
|  | Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for this assignment as **named in the PDS**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant. |
|  | Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend a Pre-Proposal Conference if one is **specified in the PDS**. Attending any Pre-Proposal Conference is strongly advised, but not mandatory. Attending any Pre-Proposal Conference and/or a site visit shall not be taken into account for the purpose of evaluation of Proposals. |
|  | The MCA Entity will timely provide, at no cost to the Consultant, the inputs and facilities **specified in the PDS**, 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, a Consultant 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 PDS**. |
|  | The MCA Entity is not bound to accept any Proposal, and reserves the right to cancel the procurement at any time prior to Contract award, without thereby incurring any liability to any Consultant. |
| 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 MCA 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 MCA 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 MCA Entity. |
| 1. Fraud and Corruption | MCC requires that all beneficiaries of MCC Funding, including the MCA Entity and any applicants, Bidders, Suppliers, contractors, Subcontractors, consultants, and sub-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. This Policy requires that companies and entities receiving MCC funds acknowledge notice of MCC’s AFC Policy and certify to the MCA 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 MCA 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, MCA 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 MCA Entity will reject a Proposal (and MCC will deny approval of a proposed Contract award) if it determines that the Consultant 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 MCA Entity have the right to sanction a 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 MCA Entity determines that the Consultant 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. MCC and the MCA Entity have the right to require that a provision be included in the Contract requiring the selected Consultant to permit the MCA Entity, MCC, or any designee of MCC, to inspect the Consultant’s, or any of the Consultant’s suppliers or Sub-Consultants on the Contract, accounts, records and other documents relating to the submission of its Proposal or performance of the Contract and to have such accounts, records and other documents audited by auditors appointed by MCC or by the MCA Entity with the approval of MCC. 11. In addition, MCC has the right to cancel any portion of the MCC Funding allocated to the Contract if it determines at any time that any representative 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 any MCC-funded Contract, without the MCA 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 A of the Contract) of this RFP 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 MCA Entity and implemented by the Consultant). |
| MCC Environmental Guidelines and IFC Performance Standards | The Consultant shall ensure that its 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 Consultant is 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 Consultant, including all parties constituting the Consultant, for any part of the Contract, including related services. |
|  | A Consultant may be a private entity, certain government-owned entities (in accordance with *MCC Program Procurement Guidelines* as described in ITC Sub-clause 5.5), 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. |
|  | A Consultant, all parties constituting the Consultant, 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 ITC 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.  Consultants must also satisfy the eligibility criteria contained in the MCC PPG governing MCC-funded procurements under the Compact. In the case where a Consultant intends to join with an associate or sub-contract part of the Contract, then such associate shall also be subject to the eligibility criteria set forth in this RFP and the MCC PPG. |
| Government-Owned Enterprises | Government-Owned Enterprises (“GOEs”) are not eligible to compete for MCC-funded contracts for goods (which includes contracts for the supply and installation of information systems) or works. GOEs (a) may not be party to any MCC-funded contract for goods or works procured through an open solicitation process, limited bidding, direct contracting, or sole source selection; and (b) may not be prequalified or shortlisted for any MCC-funded contract for goods or works anticipated to be procured through these means. This prohibition does not apply to Government-owned Force Account units owned by the Government of the MCA Entity’s country, or Government-owned educational institutions and research centers, any statistical, mapping or other technical entities not formed primarily for a commercial or business purpose, or where a waiver is granted by MCC in accordance with Part 7 of *MCC Program Procurement Guidelines*. All Consultants must certify their status as part of their proposal submission. |
| Joint Ventures or Associations | In the case where a Consultant 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 RFP; (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 | A Consultant shall not have a conflict of interest. All Consultants found to have a conflict of interest shall be disqualified, unless the conflict of interest has been mitigated and the mitigation is approved by MCC. The MCA Entity requires that Consultants hold the MCA Entity’s interests paramount at all times, strictly avoid conflicts of interest, including conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing, a Consultant, including all parties constituting the Consultant 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 process contemplated by this RFP; or 2. have the same legal representative as another Consultant for purposes of this Proposal; 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 Proposal of another Consultant, or influence the decisions of the MCA Entity regarding the selection process for this procurement; or 4. participate in more than one Proposal in this process; participation by a Consultant in more than one Proposal will result in the disqualification of all Proposals in which the party is involved; however, this provision does not limit the inclusion of the same Sub-Consultant in more than one Proposal; or 5. are themselves, or have a business or family relationship with, (i) a member of the MCA Entity’s board of directors or staff, (ii) the project’s implementing entity’s staff, or (iii) the Procurement Agent, Fiscal Agent, or Auditor (as defined in the Compact or related agreements) hired by the MCA Entity in connection with the Compact, any of whom is directly or indirectly involved in any part of (A) the preparation of this RFP, (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 acceptable to MCC; or 6. any of their affiliates have been or, at present, are engaged by the MCA 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 MCA 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. |
|  | Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the MCA Entity, or that may be reasonably perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of the Contract. |
| Government Employees | The following restrictions shall apply (in each case subject to the limited exception set forth in ITC Sub-Clause 5.10(f) below):   1. No member of the MCA Entity’s board of directors or current employees of the MCA 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 Consultant. |
|  | 1. Except as provided in ITC Sub-clause 5.10(d), no current employees of the Government shall work as Consultants or as Personnel under their own ministries, departments or agencies. |
|  | 1. Recruiting former MCA Entity or Government employees to perform services for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. |
|  | 1. If a Consultant proposes any Government employee as Personnel in their Technical Proposal, 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 Proposal 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 MCA Entity by the Consultant as part of its Technical Proposal. 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 Consultant and such other MCC-funded accountable entity shall be proposed or work as, or on behalf of, the Consultant. |
|  | 1. In the case where a Consultant seeks to engage the services of any person falling under ITC Sub-clauses 5.10(a) – 5.10(e), who may have left the MCA 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 RFP, it must obtain a “no-objection” from the MCA Entity for the inclusion of such a person, prior to the Consultant’s submission of its Proposal. The MCA Entity must also obtain a “no-objection’ from MCC before replying to the Consultant on any related correspondance. |
| Ineligibility and Debarment | A Consultant, all parties constituting 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 ITC 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 Part 10 of MCC Program Procurement Guidelines (Eligibility Verification Procedures) 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.  A Consultant, all parties constituting 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 ITC 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 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 Consultant (including any Associates, Sub-Consultants, and suppliers and any respective affiliates) or any payments to entities in such country; or 3. such Consultant, any parties constituting the 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. |
| Evidence of Continued Eligibility | Consultants shall provide such evidence of their continued eligibility in a manner satisfactory to the MCA Entity, as the MCA Entity shall reasonably request. |
| Unfair Advantage | If a Consultant could derive an unfair competitive advantage from having provided consulting services related to the assignment in question, the MCA Entity shall make available to all Consultants, together with this RFP, all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. |
| Commissions and Gratuities | Consultants will furnish information on commissions and gratuities, if any, paid or to be paid relating to this procurement or its Proposal and during performance of the Contract if the Consultant is awarded the Contract, as requested in this RFP. |
| 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 Consultants (including their Associates, if any), their Personnel and Sub-Consultants set forth in ITC Clause 5. |
| 1. Contents of RFP | | |
| 1. Sections of RFP | This RFP 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 ITC Clause 9.  **Part 1 Selection Procedures**   * Section I. Instructions to Consultants (ITC) * Proposal Data Sheet (PDS) * Qualification and Evaluation Criteria * Technical Proposal Forms * Financial Proposal Forms * 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 Proposals issued by the MCA Entity is not part of the RFP.  Unless obtained directly from the MCA Entity, the MCA Entity is not responsible for the completeness of this RFP, responses to requests for clarification, the Minutes of the Pre-Proposal Conference (if any), or Addenda to the RFP. In case of any contradiction, documents obtained directly from the MCA Entity shall prevail.  The Consultant is expected to examine all instructions, forms, terms, and Terms of Reference in this RFP. Failure to furnish all information or documentation required by this RFP may result in the rejection of the Proposal. |
| 1. Clarification of RFP | A prospective Consultant requiring any clarification of this RFP shall contact the MCA Entity in writing, at the MCA Entity’s address **indicated in the PDS**. The MCA 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 PDS** prior to the deadline for submission of Proposals. The MCA Entity shall send written copies of the responses, including a description of the inquiry but without identifying its source, to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from the MCA Entity, as the case may be, by the date **specified in the PDS**. The MCA Entity will also post a copy of the responses and inquiry descriptions to the MCA Entity’s website, if one exists. Should the clarification result in changes to the essential elements of this RFP, the MCA Entity shall amend this RFP following the procedure under ITC Clause 9 and Sub-clause 18.2. |
|  | The Consultant’s designated representative is invited to attend a Pre-Proposal Conference, if **provided for in PDS ITC Clause 1.4**. 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-Proposal Conference and/or Site Visit shall be at the Consultant’s own expense.  Minutes of the Pre-Proposal Conference, including the text of the questions and answers pertaining to the Conference, without identifying the source, will be posted on the MCA Entity’s website if one exists, and shall be transmitted in writing to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from the MCA Entity, as the case may be. Any modification to this RFP that may become necessary as a result of the Pre-Proposal Conference shall be made by the MCA Entity exclusively through the issue of an Addendum and not through the minutes of the Pre-Proposal Conference. |
| 1. Amendment of the RFP | At any time prior to the deadline for submission of Proposals, the MCA Entity may amend this RFP by issuing Addenda. |
|  | All Addenda issued shall be part of this RFP, and shall be communicated in writing to all shortlisted Consultants or Consultants who have registered or obtained the RFP directly from the MCA Entity, and posted on the MCA Entity’s website, if one exists. |
|  | To give prospective Consultants reasonable time in which to take an Addendum into account in preparing their Proposals, the MCA Entity may extend the deadline for the submission of Proposals at its sole discretion. |
| 1. Preparation of Proposals | | |
| 1. Cost of Proposal | Except as otherwise **provided in the PDS**, the Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the MCA Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Proposal process. |
| 1. Language of Proposal | The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Consultant and the MCA Entity, shall be written in the language **specified in the PDS**. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the PDS**, in which case, for purposes of interpretation of the Proposal, such translation shall govern. |
| 1. Preparation of Proposal | In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Failure to provide the information requested may result in rejection of a Proposal.  In addition to the requirements above, Proposals 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 Proposal, together with a copy of the proposed agreement.  If there is a change in the legal structure of the Consultant after the Proposal submission, the Consultant is required to immediately inform the MCA 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 Proposal submission. |
|  | While preparing the Technical Proposal, Consultants must give particular attention to the following:   1. In the case where there has been no shortlisting of Consultants, if a Consultant considers that it may enhance its expertise for the assignment, it may associate with another Consultant. In the case where a Consultant 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 RFP; (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 Consultants, if a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or Sub-Consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultant(s) if so **indicated in the PDS**. A shortlisted Consultant must first obtain the approval of the MCA Entity if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant 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. The RFP may provide either, but never both, the estimated budget or the estimated level of effort of key staff. The estimated budget or the estimated number of person-months for Key Professional Personnel envisaged to execute the assignment may be **provided in the PDS**. However, the evaluation of the Proposal shall be based on the price and number of person-months estimated by each Consultant in its respective Proposal. 4. For FBS-based assignments, the available budget is **provided in the PDS** and the Financial Proposal 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. |
| Technical and Financial Proposal Format and Content | Consultants are required to submit a Technical Proposal, which shall provide the information indicated in the following paragraphs (a) through (g) using the standard forms provided in Section IV A (the “Technical Proposal”). A page is considered to be one printed side of A4 or US letter-size paper. |
| 1. Information on the Consultant’s financial capacity is required (Form TECH-2A of Section IV A) unless otherwise **stated in the PDS**. Information on current or past proceedings, litigation, arbitration, action claims, investigations or disputes is required (Form TECH-2B of Section IV A). A brief description of the Consultants’ organization and an outline of recent experience of the Consultant 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 Consultant’s involvement. Information should be provided only for those assignments for which the Consultant 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 Consultant, or that of an Associate, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the MCA Entity. References of the Consultant are required (Forms TECH-5 and B of Section IV A). 2. 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 MCA Entity (Form TECH-7 of Section IV A). 3. 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 Proposal 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. 4. 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). 5. Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (Form TECH-9 of Section IV A). The person-months input should be indicated separately for home office and field activities, and for foreign and local professional staff. 6. CVs of the Key Professional Personnel signed by the staff themselves and/or by the authorized representative (Form TECH-11 of Section IV A). 7. A detailed description of the proposed methodology and staffing for training, if training is **identified in the PDS** as a specific component of the assignment (Form TECH-6 of Section IV A). 8. Completed and certified Certification of Compliance with Sanctions Form (Form TECH-12 of Section IV A). |
|  | The Technical Proposal shall not include any financial information other than the required information in Form TECH-2A. A Technical Proposal containing financial information will constitute grounds for declaring the Proposal non-responsive.  Where electronic submission is required pursuant to ITC Sub-clause 17.1, only one copy each of the Technical Proposal and Financial Proposal shall be submitted. In all instances, this copy shall be construed to be the original. In all cases of electronic submissions, the signatures may be written or electronically signed using any applicable software. If submitting by hard copy if required by ITC Sub-clause 17.1, a Consultant shall prepare ONE (1) original set of the documents comprising the Technical Proposal and Financial Proposal pursuant to ITC Sub-clause 17.2 and clearly mark it “Original.” The original shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Consultant.  In addition, if submitting by hard copy if required by ITC Sub-clause 17.1, the Consultant shall prepare copies of the Proposal (Technical and Financial Proposals) in the number **specified in the PDS** and clearly mark them “Copy.”  The Proposal shall contain no alterations or additions, except those made to comply with the instructions issued by the MCA-Entity, or as necessary to correct errors made by the Consultant, in which case such corrections shall be initialed by the person or persons signing the Proposal.  If **required in the PDS**, the authorized representative of the Consultant signing the Technical and the Financial Proposals shall provide within the Technical Proposal 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 Consultant, and its Associates. |
| Financial Proposals | The Consultant’s Financial Proposal shall be prepared using the forms provided in Section IV B (the “Financial Proposal”). It shall list all prices associated with the assignment, including remuneration for Personnel (foreign and local, in the field and at the Consultants’ home office) and travel expenses, if **indicated in the PDS**. All activities and items described in the Technical Proposal shall be assumed to be included in the price offered in the Financial Proposal. |
| 1. Taxes | GCC Clause 18 sets forth the Tax provisions of the Contract. Consultants should review this clause carefully in preparing their Proposal. |
| 1. Only One Proposal | Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, all such Proposals shall be disqualified. However, this does not preclude the participation of the same Sub-Consultants, including individual experts, in more than one Proposal. |
| 1. Currencies of Proposal | Consultants must submit their Financial Proposals in the currency or currencies **specified in the PDS**. Consultants will be paid in the currency **specified in the PD**S. |
| 1. Period of Proposal Validity | Proposals shall remain valid for the period **specified in the PDS** after the Proposal submission deadline date prescribed by the MCA Entity. A Proposal valid for a shorter period may be rejected by the MCA Entity as non-responsive.  During the period of proposal validity, Consultants shall maintain the availability of Key Professional Personnel identified in the Proposal. The MCA Entity will make its best effort to complete negotiations within this period. Should the need arise, however, the MCA Entity may request Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Professional Personnel nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new Key Professional Personnel in replacement, which would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. |
| 1. Submission and Opening of Proposals | | |
| 1. Proposal Submission | If **specified in the PDS**, Consultants shall submit their Proposals in hard copy format (by hand, post or courier) as provided for in ITC Sub-clause 17.2, or via electronic means, as provided for in ITC Sub-clause 17.3. |
| Proposal Submission (Hard Copy) | This ITC Sub-clause 17.2 refers to proposal submissions by hard copy   1. The following applies to the “original” of the Technical Proposal, and of the Financial Proposal. The “original” shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person signing the Proposal must initial such corrections, as well as initial each page of the relevant “original”. The submission letters for the Technical Proposal and for the Financial Proposal should respectively be in the format shown in (Form TECH-1) and (Form FIN-1). 2. Copies of the Technical Proposal and the Financial Proposal shall be made, in the number **stated in the PDS**, and each shall be clearly marked “copy”. If discrepancies are found between the original and any of the copies of the relevant documents, then the “original” shall govern. 3. The “original” and each “copy” of the Technical Proposal shall be placed in a sealed envelope/parcel clearly marked “technical proposal”. Similarly, the “original” and each “copy” of the Financial Proposal shall be placed in a separate sealed envelope/parcel clearly marked “financial proposal”. 4. Each envelope/parcel shall bear the name and address of the MCA Entity as **stated in the PDS**, the name and address of the Consultant (in case they have to be returned unopened), and the Name of the Assignment as stated in PDS ITC Sub-clause 1.3. 5. In addition, the envelope/parcel containing the original and copies of the Financial Proposal shall be marked with a warning “do not open with the technical proposal”. If the Financial Proposal is not submitted in a separate sealed envelope/parcel duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive. 6. The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall then be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the Consultant, name of the assignment reference number, and be clearly marked with the statement **indicated** **in** **the** **PDS** and bear the name and address of the MCA Entity as stated in PDS ITC Sub-clause 18.1. The MCA Entity shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection |
|  |
| Proposal Submission (Electronic) | This ITC Sub-clause 17.3 refers to proposal submissions by electronic means.   1. The proposal submission forms (including the Technical and Financial Proposal forms as applicable) should respectively be in the form and format shown in Section IV. Proposal Forms. 2. If required in ITC Sub-clause 12.10, the authorized representative of the Consultant signing the Proposal shall provide within the Proposal 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 Consultant, and its Associates, as applicable. 3. Consultants shall be provided with a File Request Link (FRL) **specified in the PDS** upon requesting the RFP which shall be used to submit their Proposals and all other related documents. A Consultant who submits only the Technical Proposal or only the Financial Proposal shall have its entire submission rejected. 4. Submissions either by hard copy or by email are not acceptable and shall result in Proposal rejection. The MCA-Entity shall not be responsible for misplaced or mis-sent proposals submitted not using the FRL. This circumstance may be cause for Proposal rejection. 5. The FRL shall expire on the proposal submission deadline specified in ITC Sub-clause 18.1. The Technical and Financial Proposals shall be submitted solely via the FRL, which can be used more than once to submit additional documents. 6. All submitted documents (whether as standalone files or files in folders) shall be in Microsoft Office or PDF format. The Technical Proposal and the Financial Proposal shall be submitted in separate files, and shall each not exceed 10GB each. No compressed files or folders are accepted, thus 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) shall be rejected. 7. Technical Proposals are not required to be password-protected, but may be protected at the Consultant’s discretion. Consultants who choose to password-protect their Technical Proposals can do so to protect against inadvertent untimely opening of its proposal, but at their own responsibility for providing the correct password as **specified in the PDS**. If a Consultant fails to provide the correct password that opens the files so its relevant contents can be announced by the deadline **provided in the PDS**, their Proposal shall be rejected. Consultants cannot provide this password via the File Request Link, but should be sent to the email address **indicated in the PDS**. 8. Financial Proposals are not required to be password-protected, but may be protected at the Consultant’s discretion. Consultants who choose to password-protect their Financial Proposals can do so to protect against inadvertent untimely opening of its proposal, but at their own responsibility for providing the correct password as **specified in the PDS**. If a Consultant fails to provide the correct password that opens the files so its relevant contents can be announced by the deadline **provided in the PDS**, their Proposal shall be rejected. Consultants cannot provide this password via the File Request Link, but should be sent to the email address **indicated in the PDS**. 9. Consultants should use the following filename format for Proposals: 10. Technical Proposal filename: [Consultant’s Name] – Procurement Title - Ref# [insert RFP number] 11. Financial Proposal filename: [Consultant’s Name] – Procurement Title - Ref# [insert RFP number] 12. Consultants are informed that the capability of their internet bandwidth will determine the speed in which their bids are uploaded via the FRL. Consultants are therefore advised to commence the process of uploading their Proposals via the FRL in good time before the proposal submission deadline. As noted above, this link shall expire at the submission deadline, and cannot be reopened except under the provision of ITC Clause 9 and ITC Sub-clause 18.2. |
| 1. Deadline for Submission of Proposals | Proposals must be received by the MCA-Entity at the address **specified in the PDS** and no later than the date and time **specified in the PDS**, or any extension of this date in accordance with ITC Sub-clause 18.2.  The MCA Entity may, at its discretion, extend the deadline for the submission of Proposals by amending this RFP in accordance with ITC Clause 9, in which case all rights and obligations of the MCA Entity and the Consultants previously subject to the original deadline shall thereafter be subject to the new deadline as extended.  Any Proposal received by the MCA Entity after the deadline for submission shall be declared late and rejected. The Consultant shall be notified of such rejection. |
| 1. Late Proposals | The MCA Entity shall not consider any Proposal that arrives after the deadline for submission of Proposals in accordance with ITC Clause 18. Any Proposals received by the MCA Entity after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened (if submitted as a hard copy) to the Consultant at the request and cost of the Consultant. |
| 1. Withdrawal, Substitution, and Modification of Proposals | A Consultant may withdraw, substitute, or modify its Proposal prior to the deadline for the submission of Proposals by sending a written notice - through the File Request Link indicated in ITC Sub-clause 17.3 c) if electronic submission is used - duly signed by an authorized representative, and shall include a copy of the authorization of the person signing in accordance with ITC Sub-clause 12.10. The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:   1. submitted in accordance with ITC Clauses 12, 17, and 18 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification,” and 2. received by the MCA Entity prior to the deadline prescribed for submission of bids, in accordance with ITC Clause 18.   Proposals requested to be withdrawn in accordance with this ITC Clause shall be returned unopened to the Consultants, at the request and cost of the Consultants. Proposals submitted via electronic submission shall not be returned.  No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Consultant in the Technical Proposal Submission Form or any extension thereof. |
| 1. Proposal Opening | Whether submitted by hard copy or electronically, the MCA Entity shall open the outer envelopes/cartons in a public meeting that will include Consultants’ representatives as well as anyone who chooses to attend at the time and in the place **specified in the** **PDS**. Any specific opening procedures required if electronic submission is permitted in **accordance with the PDS**, shall be as **specified in the** **PDS**.  Firstly, submissions marked “Withdrawal” shall be opened and read out, while Proposals for which an acceptable notice of withdrawal has been submitted pursuant to ITC Clause 20 shall not be opened. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening. Next, submissions marked “Substitution” shall be opened and read out and exchanged with the corresponding Proposal being substituted, and the substituted Proposal shall not be opened, but returned to the Consultant. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening. Submissions marked “Modification” shall then be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only submissions that are opened and read out at Proposal opening shall be considered further.  All other documents shall be opened one at a time, reading out: the Consultants’ names, the Proposal prices, the total amount of each Proposal, any discounts, substitutions, or modifications, and such other details as the MCA-Entity may consider appropriate. No Proposal shall be rejected at Proposal opening except for the late Proposals pursuant to ITC Clause 19. Substitutions and modifications submitted pursuant to ITC Clause 20 that are not opened and read out at Proposal opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted Proposals shall be returned unopened at the request and cost of the Consultant. Proposals submitted via electronic submission shall not be returned.  After the opening of Proposals, the Technical Proposals and Financial Proposals should be sorted as appropriate. The Technical Proposals will be opened as **specified in the PDS** ITC 21.1. The MCA Entity shall ensure that the Financial Proposals remain sealed – if submitted by hard copy and password-protected if submitted electronically and if one or more Consultants so choose - and securely stored until after the evaluation of the Technical Proposals has been completed.  The MCA Entity shall prepare minutes of the Proposal opening, which shall include, at a minimum: the name of the Consultant, the existence of a signed Technical Proposal Submission Form, whether there is a withdrawal, substitution, or modification. A copy of the record shall be distributed to all Consultants who submitted Proposals on time, and posted on the MCA Entity’s website, if one exists. |
| 1. Evaluation of Proposals | | |
| 1. Confidentiality | Information relating to the evaluation of Proposals and recommendations of Contract award shall not be disclosed to Consultants or any other persons not officially concerned with the process, until the notification of the evaluation results has been issued pursuant to ITC Clause 28. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal or may invalidate the entire procurement process.  Any attempt or effort by a Consultant to influence the MCA Entity in the examination, evaluation, and ranking of Proposals or Contract award decisions may result in the rejection of its Proposal and may subject the Consultant to the provisions of the Government’s, the MCA Entity’s, and MCC’s AFC Policy and the application of other sanctions and remedies to the extent applicable |
|  | From the time Proposals are opened to the time the Contract is awarded, Consultants shall not contact the MCA Entity on any matter related to its Technical Proposal or Financial Proposal except in writing to the Procurement Agent. |
| 1. Clarification of Proposals | To assist in the examination and evaluation of Proposals, the MCA Entity may, at its discretion, ask any Consultant for clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to a request by the MCA Entity shall not be considered. The MCA Entity’s request for clarification and the Consultant’s response shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the MCA Entity in the evaluation of the Proposals.  If a Consultant does not provide clarifications of its Proposal by the date and time set in the MCA Entity’s request for clarification, its Proposal may be rejected. |
| 1. Evaluation of Technical Proposals | The TEP shall evaluate the Technical Proposals 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 Proposal will be given a technical score (St). A Proposal may be rejected at this stage if it does not respond to the RFP 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 MCA Entity reserves the right to invite the Consultant receiving the highest technical score (St) to negotiate both its Technical and Financial Proposals. If the negotiations fail to result in an acceptable contract within a reasonable time, the MCA 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 Proposals. |
| 1. Evaluation of Financial Capacity | The Consultant’s financial capability to mobilize and sustain the Services is imperative. In its Proposal, the Consultant is required to provide information on its financial and economic status unless otherwise stated in PDS ITC Sub-clause 12.5(a). The information required should be completed using the Form TECH-2A.  A Consultant that fails to demonstrate through its financial records that it has the economic and financial ability to perform the required services as described in the respective Terms of Reference may be disqualified. In the circumstance of a disqualification the Technical Proposal will not be evaluated further and the Financial Proposal shall be returned unopened at the cost and request of the Consultant.  The MCA Entity, at its discretion, may ask for clarifications or additional information regarding the information provided in Form TECH-2A.  The outcome of the Financial Capacity evaluation is a clear YES or NO. Any Consultant that receives a NO shall not be evaluated further and its Financial Proposal shall be returned unopened. The Proposals that receive a YES at this stage will be evaluated further according to the technical scoring methodology described in Section III. |
| Financial Proposals (only for QBS) | Following the ranking of Technical Proposals, and after receiving a “no objection” from MCC (if applicable), when selection is based on quality only (QBS), the first ranked Consultant will be invited to negotiate its Technical and Financial Proposals and the Contract in accordance with the instructions given under ITC Clause 29. |
| Financial Proposals (only for QCBS, FBS, LCS) | Following completion of the evaluation of Technical Proposals, and after receiving a “no objection” from MCC (if applicable), the MCA Entity shall inform those Consultants whose Technical Proposals achieved the minimum qualifying mark, advising them of the following:   1. that their Technical Proposal met the minimum qualifying mark; 2. the name of each Consultant whose Technical Proposal 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 Proposals, inviting them to the opening but indicating that their attendance is not mandatory.   The MCA Entity shall also advise those Consultants whose Technical Proposals did not meet the minimum qualifying mark, advising them of the following:   1. that their Technical Proposal did not meet the minimum qualifying mark; 2. the total technical score assigned to their own Technical Proposal; 3. the name of each Consultant whose Technical Proposal met or exceeded the minimum qualifying mark and the total technical score assigned to each; 4. the date, time, and location for the opening of the Financial Proposals, inviting them to the opening but indicating that their attendance is not mandatory; and 5. that their Financial Proposals (if such offer was submitted as a hard copy) will be returned unopened at the request and cost of the Consultant, after the MCA Entity has completed the selection process.   The MCA Entity shall also advise those Consultants whose Technical Proposals were not evaluated or rejected, advising them of the following:   1. the grounds on which their Technical Proposal was not evaluated or was rejected; 2. the name of each Consultant whose Technical Proposal met or exceeded the minimum qualifying mark and the total technical score assigned to each; 3. the date, time, and location for the opening of the Financial Proposals, inviting them to the opening but indicating that their attendance is not mandatory; and 4. that their Financial Proposals (if such offer was submitted as a hard copy) will be returned unopened at the request and cost of the Consultant, after the MCA Entity has completed the selection process. |
| Opening and Evaluation of Financial Proposals | The Financial Proposal opening shall take place at the location **indicated in the PDS**. The date and time scheduled for the Financial Proposal opening shall be specified on the MCA Entity’s website if one exists. The MCA Entity shall promptly respond in writing to any Consultant who, after receiving notification of the procurement results, makes a written request for a debriefing as provided in the MCC Program Procurement Guidelines.  The MCA Entity shall open the Financial Proposals in a public meeting at the address, date and time specified in the notification described in ITC Sub-clause 25.6. All Financial Proposals will first be inspected to confirm that they have remained sealed and unopened. Only the Financial Proposals of those Consultants who met the minimum qualifying mark following the Technical Evaluation stage will be opened. The Technical Score (St) and only the Total Proposal Price, as stated in the Financial Proposal Submission Form (Form FIN-1) shall be read out aloud and recorded. A copy of the minutes shall subsequently be sent to those Consultants whose Financial Proposals were opened and to MCC, and be posted on the MCA Entity’s website, if one exists. |
|  | The MCA Entity will correct any computational errors, and in cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal 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 Proposal from the Technical Proposal, no corrections will be applied to the Financial Proposal in this respect. If Consultants 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 PDS**. |
|  | For Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in Section III: Qualification and Evaluation Criteria. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; 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 invited for negotiations. |
| Price Reasonableness  No Margin of Preference | In the case of Fixed-Budget Selection (FBS), the MCA Entity will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection (LCS), the MCA Entity will select the lowest priced Proposal among those that passed the minimum technical score. In both cases, the evaluated Proposal price according to ITC Sub-clause 25.9 shall be considered, and the selected firm invited for negotiations.  Prior to execution of a contract, the MCA 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 proposal at the discretion of the MCA Entity. The Consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, the MCA Entity may also verify any information provided on the TECH Forms submitted in the Proposal. If a negative determination of price reasonableness leads to the rejection of the Proposal, the MCA Entity may, at its discretion, move to invite the next-ranked Consultant for negotiation.  In accordance with the MCC PPG, a margin of preference for domestic Consultants or any other nationality shall not be used. |
| 1. Past Performance and Reference Check | In accordance with the MCC PPG, the Consultant’s performance on earlier contracts will be considered a factor in the MCA Entity’s qualification of the Consultant’s evaluation. The MCA Entity reserves the right to check the performance references provided by the Consultant or to use any other source at the MCA Entity’s discretion. If the Consultant (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 MCA Entity, anywhere in the world), whether as lead Consultant, affiliate, Associate, subsidiary, Sub-Consultant, or in any other role, the Consultant must identify the contract in its list of references submitted with its Proposal using Technical Form TECH-5. Failure to include any such contracts may be used to form a negative determination by the MCA Entity on the Consultant’s record of performance in prior contracts. However, the failure to list any contracts because the Consultant (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 MCA Entity on the Consultant’s record of performance in prior contracts. That is, prior performance in connection with an MCC-funded contract is not required. The MCA Entity will check the references, including the Consultant’s past performance reports filed in MCC’s Contractor Past Performance Reporting System (“CPPRS”). A negative determination by the MCA Entity on the Consultant’s record of performance in prior contracts may be a reason for disqualification of the Consultant, or lowered evaluation scores, at the discretion of the MCA Entity. |
| 1. MCA Entity’s Right to Accept Any Proposal, and to Reject Any or all Proposals | The MCA-Entity reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to Consultants. In case of annulment, all Proposals submitted shall be promptly returned to the Consultants at the Consultant’s request but at the MCA Entity’s expense. Proposals submitted electronically shall not be returned. If all Proposals are rejected, the MCA 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 Proposals. The MCA Entity reserves the right to cancel the procurement if this is no longer in the interest of the MCA 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 MCA Entity shall send the Notice of Intent to Award (“NOITA”) to the successful Consultant. The NOITA shall include a statement that the MCA 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 conclusion of successful negotiations. Delivery of the NOITA shall not constitute the formation of a contract between the MCA Entity and the successful Consultant and no legal or equitable rights will be created through the delivery of the NOITA.  At the same time it issues the NOITA, the MCA Entity shall also notify, in writing, all other consultants of the results of the bidding. The MCA Entity shall promptly respond in writing to any unsuccessful consultant who, after receiving notification of the bidding results, makes a written request for a debriefing as provided in the MCC Program Procurement Guidelines, or submits a formal Bid challenge. |
| 1. Negotiations | Negotiations will be held on the date and at the address **indicated in the PDS**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the Key Professional Personnel listed in the Technical Proposal. Failure to confirm such Personnel may result in the MCA Entity proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract on behalf of the Consultant. |
| Technical Negotiations | Negotiations will commence with a discussion of the Technical Proposal, including (a) proposed technical approach and methodology, (b) workplan, (c) organization and staffing, and (d) any suggestions made by the Consultant to improve the Terms of Reference.  The MCA Entity and the Consultant 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 MCA Entity to ensure satisfactory implementation of the assignment. The MCA Entity shall prepare minutes of negotiations which will be signed by the MCA Entity and the Consultant. |
| Financial Negotiations | It is the responsibility of the Consultant, before starting financial negotiations, to determine the relevant local Tax amount to be paid by the Consultant under the Contract. In no event shall the MCA 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. |
| Availability of Professional Staff/Experts | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Key Professional Personnel, the MCA Entity expects to negotiate a Contract on the basis of those Personnel named in the Technical Proposal.  During Contract negotiations, the MCA 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 in the Proposal without confirming their availability, the Consultant 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 MCA Entity and the Consultant will initial the agreed Contract. If negotiations fail, the MCA Entity will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. If negotiations are successful, MCA Entity will issue a Notice of Award of Contract |
| 1. Bid Challenges | Consultants may challenge the results of a procurement only according to the rules established in the Bid Challenge System developed by the MCA Entity and approved by MCC. The rules and provisions of the Bid Challenge System are as published on the MCA Entity’s website **indicated in the PDS.** |
| 1. Signing of Contract | Upon expiration of the period for timely filing and the resolution of any Bid challenges that are submitted, the MCA Entity shall send the Notification of Award to the successful Consultant.  The Notification of Award shall include the Contract Forms for the review and signature of the successful Consultant. The Notification of Award shall specify the sum that the MCA Entity will pay the Consultant 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 MCA Entity and the Consultant.  Within seven (7) days of issuance from the MCA Entity of the Contract Agreement, the successful Consultant shall sign, date, and return it to the MCA 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. Return of Unopened Financial Proposals | After Contract signature, the MCA Entity shall return the unopened Financial Proposals to the unsuccessful Consultants at the cost and request of the Consultant. If electronic submission was used, no Proposals shall be returned. |
| 1. Notice of Award of Contract | After the award of Contract, the MCA Entity shall publish on its website, at dgMarket and at UNDB online, the results identifying the procurement, the name of the winning Consultant and the price, duration, and summary scope of the Contract. The same information shall be sent to all Consultants who have submitted Proposals. |
| 1. Commencement Date | The Consultant is expected to commence the assignment on the date and at the location **specified in the PD**S. |
| 1. Inconsistencies with MCC Program Procurement Guidelines | The Procurement that is the subject of this RFP is being conducted in accordance with and is subject in all respects to the MCC Program Procurement Guidelines. In the event of any conflict between any section or provision of this RFP (including any Addenda that may be issued to this RFP) and the MCC Program Procurement Guidelines, the terms and requirements of the MCC Program Procurement Guidelines shall prevail, unless MCC has granted a waiver of the guidelines. |
| 1. Applicable Compact Conditions | Consultants 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 MCA 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 Consultant or Sub-Consultant who partakes in procurement or subsequent contracts in which MCC Funding is involved. |

Section II. Proposal Data Sheet

|  |  |
| --- | --- |
| 1. General | |
| **ITC Definitions** | (n) “Government” means the Government of **[Country]**.  (p) “Implementing Entity” means the **[name of government affiliate],** *[if applicable or enter N/A*].  (v) “MCA Entity” means **[full legal name of the MCA Entity]**, the accountable entity designated by the Government to implement the Compact.  *[Note: Insert whichever of the definitions below applies. Otherwise, state "Not Applicable"*  (d) “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.  (e)“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  (qq) “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.] |
| **ITC 1.1** | The method of selection is the **[insert method]** method. |
| **ITC 1.3** | The Name of the assignment is: |
| **ITC 1.4** | A Pre-Proposal Conference will not be held.  OR  A Pre-Proposal Conference will be held at **[insert time]** (local time) on **[insert date and location]**. Attendance is strongly advised for all prospective Consultants or their representatives but is not mandatory.  **[delete whichever is not appropriate]** |
| **ITC 1.5** | The MCA 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 MCA Entity, provide details of such requirements]** |
| **ITC 5.5** | GOE provisions are not applicable to consulting services, and therefore Consultants are not required to submit any form |
| 1. Contents of the RFP | |
| **ITC 8.1** | Clarifications may be requested by e-mail not later than [**insert date**], so that responses can be issued to all Consultants not later than [**insert date]** prior to the deadline for submission of Proposals.  The address for requesting clarifications is:  **[full legal name of the MCA Entity]**  Att.: The Procurement Agent  Address: Email:  Fax:  MCA Entity’s Website Address: **[insert website address]** |
| 1. Preparation of Proposals | |
| **ITC 10.1** | If MCA Entity shall pay any costs associated with the preparation and/or submission of the Proposal, those are listed below. **[insert** **list of expenses that MCA Entity will cover or state “None”]** |
| **ITC 11.1** | The Proposal shall be submitted in **[insert acceptable language].** |
| **ITC 12.4(b)** | Shortlisted Consultants **[may] / [may not]** associate with [**shortlisted/non-shortlisted]** Consultants. |
| **ITC 12.4(c)** | *[****Note to MCA Entity:*** *In the case of a Quality and Cost-Based Selection (QCBS) or Quality-Based Selection (QBS), select one of the following sentences IF either the budget estimate or level of effort is to be disclosed.]*  The estimated price budget for the assignment is  **[insert budget estimate]**  **OR**  The estimated **total number of person-months** for Key Professional Personnel required for the assignment by labor category is:  **[insert list and respective level of effort]** |
| **ITC 12.4 (d)** | ***Note to MCA Entity:*** *In the case of Selection under a Fixed Budget (FBS), select the following sentence.]*  The Financial Proposal shall not exceed the available budget of: **[insert fixed budget amount]** |
| **ITC 12.5 (a)** | Information on the Consultant’s financial capacity **[is/ is not]** required (Form TECH-2A of Section IV A). |
| **ITC 12.5(g)** | Training **[is] / [is not]** a specific component of this assignment. |
| **ITC 12.8** | The number of copies of the Proposal submitted shall be **[insert number]**. |
| **ITC 12.10** | The written confirmation of authorization to sign on behalf of and bind the Consultant shall consist of: **[insert details]**. |
| **ITC 12.11** | Per diem and in-country travel will be **[billed and paid separately at the per diem rates established by the MCA Entity]** OR **[will be included in the total price in form FIN-2]** |
| **ITC 15.1** | The currency(ies) of the Proposal shall be as follows: **[insert details here].**  The currency(ies) of the payment shall be as follows: **[insert details here].** |
| **ITC 16.1** | Proposals must remain valid for **[insert]** days after the deadline for the submission of Proposals specified in PDS ITC 18.1. |
| 1. Submission and Opening of Proposals | |
| **ITC 17.1** | Proposals shall be submitted only electronically  **OR**  Proposals may be submitted only by hard copy submission.  *[delete whichever is not appropriate]* |
| **ITC 17.2 b)** | If submitting a hard copy: A Consultant must submit **one (1)** original and **four (4)** copies of both the Technical Proposal and the Financial Proposal in two separate envelopes, in the language(s) specified in PDS ITC 11.1. **In addition, one copy** each of the Technical and the Financial Proposal **shall be an electronic copy saved on a CD, DVD or flash drive enclosed with the Financial Proposal**. In addition to PDF files, Consultant must also provide both Technical and Financial Proposals in an MS Word and Excel formats for the ease of review during the evaluation process; in case of inconsistencies, the PDF versions will govern. |
| **ITC 17.2 d)** | If submitting in hard copy, the address for the submission of Proposals is:  **[Name of contact with title] [full legal name of the MCA Entity]**  Address:  Email: |
| **ITC 17.2 f)** | Ensure the outer label (or carton) of the Proposal includes this statement:  “Do NOT open before **[state submission time and date]**. On or after **[state submission time and date]**, Open ONLY in presence of the official appointed.” |
| **ITC 17.3 c)** | The File Request Link (FRL) to submit Proposals is: **[insert link]** |
| **ITC 17.3 g)** | If a Consultant submits a **Technical Proposal** with password protection, the password for the **Technical Proposal** should be sent no earlier than **[insert date one day before the submission deadline date]** andno later than **[insert time 15 minutes earlier than the submission deadline time]** local **[MCA-Entity]** time on **[insert submission deadline date]** to the following email address: **[insert PA’s email address]**. |
| **ITC 17.3 h)** | If a Consultant submits a **Financial Proposal** with password protection, the password for the **Financial Proposal** should be sent no earlier than **[insert date one day before the submission deadline date]** andno later than **[insert time 15 minutes earlier than the submission deadline time]** local **[MCA-Entity]** time on **[insert submission deadline date]** to the following email address: **[insert PA’s email address]**. |
| **ITC 18.1** | For hard copy submission purposes only, The MCA Entity’s address is:  **[full legal name of the MCA Entity]**  Att.: The Procurement Agent of **[name of MCA Entity]** Address (including room number as applicable):E-mail: Facsimile:  For electronic submission purposes only, use the FRL in PDS ITC 17.3 c)  The deadline for submission of Proposals is as follows:  **[insert date and local time]** |
| **ITC 21.1** | The Proposal opening shall take place at **[insert address]** at **[insert date and time]**.  For Proposals submitted electronically in accordance with ITC Clause 17.3, the Proposal opening procedures shall be as follows:  **[insert electronic opening procedures**] |
| 1. Evaluation of Proposals | |
| **ITC 25.7** | **[Financial Proposals shall be opened electronically using the following details:**  **[insert details]**  *[OR]*  **[Financial Proposals shall not be opened electronically]**  *[delete what does not apply]* |
| **ITC 25.9** | 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 Proposal |
| 1. Award of Contract | |
| **ITC 29.1** | Negotiations will be held **[insert date and address].** The expected date for Contract negotiations is **[insert number]** days after the opening of the Financial Proposals. |
| **ITC 30.1** | The MCA Entity’s Bid Challenge System is provided on the MCA 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]* |
| **ITC 34.1** | The date for commencement of the Services is **[insert date]** and the location is **[specify location]**. |

Section III. Qualification and Evaluation Criteria

1. **Legal Status**  
   Each entity forming the Consultant 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 Consultant is an Association of entities, the Consultant 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 a Proposal. Each Associate must provide the information required in Form TECH-1.
2. **Financial Criteria**  
   If required by PDS ITC 12.5 (a), the Consultant 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.
3. **Litigation Criteria**  
   The Consultant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the Consultant over the last five (5) years, as indicated in Form TECH-2B. A consistent history of awards against the Consultant or existence of high value disputes may lead to the rejection of the Proposal. Each Associate must provide the information required in TECH-2B.
4. **Evaluation Criteria**  
   A Proposal will be rejected if it does not earn a total minimum score of **[Insert minimum number of points]**. A Proposal may be rejected, at the discretion of the MCA Entity, if the firm does not satisfy the mandatory criteria as per table below. In addition, Proposals may be rejected, at the discretion of the MCA Entity, if any of the Key Personnel fails to satisfy the mandatory requirements.

The Consultant will be rejected if its Proposal does not clearly demonstrate that it meets the following Minimum Mandatory Criteria:

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

*[****Note to MCA Entity****: Complete this table for each RFP]*

|  |  |  |
| --- | --- | --- |
| Criteria, sub-criteria, and point system for the evaluation of Technical Proposals. | | |
| ITC 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 MCA Entity reserves the right to invite the Consultant receiving the highest technical score (St) to negotiate both its Technical and Financial Proposals. If the negotiations fail to result in an acceptable contract within a reasonable time, the MCA 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 Proposals. |  |
| ITC 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 Proposal under consideration.  The weights given to the Technical and Financial Proposals are:  T = **[insert]** and F = **[insert]** |  |

*[****Note to MCA 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 a proposal 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 Consultant; 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 proposal resulting in achieving the aims of the procurement.*

*In accordance with the MCC PPG, the Consultant’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 Consultant to demonstrate relevant capabilities and experience in the MCA Entity’s evaluation of the Consultant’s Proposal. ITC 25.1 of this RFP notifies the Consultant that the MCA 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 Proposals, the following definitions apply:

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

The MCA Entity’s determination of a Proposal's substantial responsiveness is to be based on the contents of the Proposal itself. For purposes of this determination, a substantially responsive Proposal is one that materially conforms to the requirements of the RFP 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 RFP; or
3. limit in any substantial way, inconsistent with the RFP, the MCA Entity’s rights or the Consultant's obligations under the proposed Contract; or
4. if rectified, would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

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 a Proposal is substantially responsive, the MCA Entity may waive any nonmaterial nonconformity in the Proposal.

Provided that a Proposal is substantially responsive, the MCA Entity may request that the Consultant submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal 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 = Not meeting the requirements*

*2 = Significant deviation from the requirements*

*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 Consultant

{Note to MCA: This table may be modified as necessary}

| **Factor** | **3.7.1 Eligibility** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Requirement | Consultant | | | | | Documentation Required |
| **Single Entity** | Joint Venture or Association | | | Sub-Consultant |
| **All members combined** | Each Member | **At least one member** |
| **3.7.1.1 Qualification and Eligibility** | In accordance with ITC 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** | No conflicts of interests as described in ITC 5.5 to ITC 5.8 unless the conflict of interest has been mitigated and the mitigation is approved by 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 ITC 5.9 or 5.10 | 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 |

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

| **Factor** | **3.7.2** **Historical Contract Non-Performance** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Requirement | **Consultant** | | | | | **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 Consultant’s net worth. | Must meet requirement by itself, including as member of past or existing Joint Venture or other association (not mandatory if in the past was as a member of a Joint Venture or other association with less than 20% role in the contract). | N/A | Must meet requirement by itself or as member of past or existing Joint Venture, or other association (not mandatory if in the past was as a member of a Joint Venture or other association with less than 20% role in the contract). | N/A | Must meet requirement by itself or as a Sub-Consultant to a prime, or member of past or existing Joint Venture, or other association (not mandatory if in the past was as a member of a Joint Venture or other association with less than 20% role in the contract). | Form TECH-2B |

| **Factor** | **3.7.3 Financial Situation** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sub-Factor** | **Requirement** | **Consultant** | | | | | **Documentation Required** |
| **Single Entity** | **Joint Venture** | | | **Sub-Consultant** |
| **All members combined** | **Each member** | **At least one**  **member** |
| **3.7.3.1 Historical Financial Performance** | Submission of evidence to the Consultant’s financial capacity to mobilize and sustain the Services | Must meet requirement | N/A | Must meet requirement | N/A | N/A | Form TECH-2A, TECH-2B and Form TECH-4 |
| **3.7.3.2 Financial Resources** | The Consultant must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | N/A | Form TECH-2A, TECH-2B and Form TECH-4 |

| **Factor** | **3.7.4 Experience** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sub-Factor** | **Requirement** | **Consultant** | | | | | 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 and specific areas of TOR | 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 and specific areas of TOR | Must meet requirement | Must meet requirement | N/A | Must meet each discrete requirement | Must meet at least one specialized requirement | Form TECH-4 |

Section IV A. Technical Proposal Forms (TPF)

**Disclosure in these technical forms of any proposed prices will constitute grounds for declaring the Proposal non-responsive; see ITC Sub-clause 12.4.**

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

[Form TECH-1. Technical Proposal Submission Form 53](#_Toc57911921)

[Form TECH-2A. Financial Capacity of the Consultant 56](#_Toc57911922)

[Form TECH-2B. Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Consultant 57](#_Toc57911923)

[Form TECH-3. Organization of the Consultant 58](#_Toc57911924)

[Form TECH-4. Experience of the Consultant 59](#_Toc57911925)

[Form TECH-5. References of MCC-Funded Contracts 60](#_Toc57911926)

[Form TECH-6. Description of Approach, Methodology and Work Plan for Performing the Assignment 61](#_Toc57911927)

[Form TECH-7. Comments and Suggestions on the Terms of Reference & Assignment 62](#_Toc57911928)

[Form TECH-8. Team Composition and Task Assignments 63](#_Toc57911929)

[Form TECH-9. Staffing Schedule (Key Professional Personnel and Support Staff) 64](#_Toc57911930)

[Form TECH-10. Work and Deliverables Schedule 65](#_Toc57911931)

[Form TECH-11. Curriculum Vitae (CV) for Proposed Key Professional Personnel 66](#_Toc57911932)

[Form TECH-12. Compliance With Sanctions Certification Form 68](#_Toc57911933)

Form TECH-1. Technical Proposal Submission Form

**[Location, Date]**

To: Head of MCA Entity/Procurement Agent

Address:

Ladies and Gentlemen:

**Re: [insert title of assignment] RFP 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 Proposal (RFP) dated **[Insert Date]** and our Proposal.

We are hereby submitting our Technical Proposal as a separate document. Our Financial Proposal is also submitted as a separate document.

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 ITC 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 Proposal 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; and
7. We have no conflict of interest in accordance with ITC 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 hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal, each sealed in separate and clearly marked envelope/parcel.

We are submitting our Proposal in Association with:

**[Insert a list with full name and address of each associated Consultant]**.[[3]](#footnote-4)

We hereby declare that all the information and statements made in this Proposal 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 RFP.

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

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

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Proposal, and to Contract execution if we are awarded the Contract, are listed below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name and address of agent |  | Amount and currency |  | Purpose of commission or gratuity |
|  |  |  |  |  |
|  |  |  |  |  |
| (if none, state “none”) | | | | |

We understand you are not bound to accept any Proposal 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 Proposal 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 Proposal information).
4. **[Other Documents Required in PDS]**

Form TECH-2A. Financial Capacity of the Consultant

**The MCA Entity reserves the right to request additional information about the financial capacity of the Consultant. A Consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.**

***[To MCA Entity—include this section if applicable]:***

*The Consultant’s financial capacity to mobilize and sustain the Services may be important for specific types of consulting services in which the Consultant is required to pre-finance significant expenses in advance of receiving payment from the MCA Entity. Under these circumstances, an evaluation of financial capacity will be included in the Request for Proposals in addition to the qualitative assessment conducted through Form Tech-4. Form Tech-2A will include requirements on the documentation required to assess financial capacity. The types of documentation required will vary according to the country context, the type of consulting services being solicited, and the extent of the financial capacity demanded within the assignment. Examples of possible documentation required are as follows, but may be supplemented by other types of documents determined by the MCA Entity as long as the requirements are reasonable and relevant to the financial capacity demanded of the consulting services being solicited:*

* *Audited financial statements for the last three (3) years, supported by audit letters.*
* *Certified financial statements for the last three (3) years, supported by tax returns.*
* *Evidence of financing dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant.*

*Failure to submit either of the documents as evidence of financial capacity will result in the rejection of the Proposal.*

*If the Proposal is submitted by a joint venture, all parties of the joint venture are required to submit the financial capacity information requested. The reports should be submitted in the order of the Associate’s significance in the joint venture, greatest to least.*

*The MCA Entity reserves the right to request additional information about the financial capacity of the Consultant. A Consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.*

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

The Consultant, 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 MCA Entity could reasonably interpret may impact or have the potential to impact the financial or operational condition of the Consultant in a manner that may adversely affect the Consultant’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 Consultant in US$ Equivalent** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Form TECH-3. Organization of the Consultant

[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 Proposal must demonstrate that the Consultant 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 Consultant’s Project Team in country. The Proposal shall further demonstrate that the Consultant has the capacity to field and provide experienced replacement Personnel on short notice.

**[Maximum 10 pages]**

Form TECH-4. Experience of the Consultant

[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 RFP. **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 Proposal. The Proposal must demonstrate that the Consultant 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 Consultant shall use this form to document the relevant experience of any Sub-Consultant that the Consultant 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$):** |
| Country: Location within country: | Duration of assignment (months): |
| Name of client: | Total No. of staff-months of the assignment: |
| Email and phone of references | Provide contact information for at least three (3) references that can provide substantial input about (1) the type of work performed and (2) the quality of the work. For each reference, list a contact individual, their title, address, phone and e-mail address |
| Address: | Approx. value of the services provided by your firm under the contract (in current US$): |
| 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 Consultant or member of a Joint Venture/Association making up the Consultant must fill in this form and include information about any and all MCC-funded contracts (either with MCC directly or with any Millennium Challenge Account Entity, anywhere in the world) to which the Consultant or member of a Joint Venture/Association making up the Consultant 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 and Address** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Contracts with an MCA-Entity** | | | |
| **Contract Name and Number** | **Role in Contract** | **Total Contract Amount** | **Client Name and Address** |
|  |  |  |  |
|  |  |  |  |

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

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

In this section, the Consultant should provide a comprehensive description of how it will provide the required Services in accordance with the Terms of Reference (TOR) included in this RFP. Information provided must be sufficient to convey to the TEP that the Consultant 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 Proposal 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 of 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 MCA 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 Consultant 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 proposal should explicitly address how the Consultant 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 Consultants offering proposals, and thus call special attention to the importance of an adequately inter-disciplinary proposal and staffing plan.

**[Maximum 50 pages, including charts and diagrams]**

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

The MCA 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 MCA 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 5 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 MCA 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 Consultant'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 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N | And so on |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Deliverable |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N | And so on |  |  |  |  |  |  |  |  |  |  |  |  |

[Indicate all main activities of the assignment, including deliverables and other milestones, such as the MCA 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 Consultant based on the TOR requirements) that shall be used by the Consultant as an indicator of the proposed work load. The submission shall be evaluated as part of the Approach and Methodology.]

*[****Note to MCA Entity:*** *List activities in column before releasing RFP]*

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 [year]: | | To [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 MCA 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 **[Consultant]** in the above-mentioned Request for Proposal. 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 Proposal 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 |  | |
| If this form has NOT been signed by the Key Professional Personnel, then in signing below the authorized representative of the Consultant is making the following declaration.  “In due consideration of my signing herewith below, if the Key Professional Personnel has NOT signed this CV then I declare that the facts contained therein are, to the best of my knowledge and belief, a true and fair statement AND THAT I confirm that I have approached the said Key Professional Personnel and obtained his assurance that he will maintain his availability for this assignment if the Contract is agreed within the Proposal validity period provided for in the RFP.” | | |
| Signature of Authorized Representative of the Consultant | |  | |

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 Consultant upon submission of the Proposal 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 MCA Procurement Agent at the time of Bid submission, and to the MCA Entity Fiscal Agent thereafter [*email addresses for MCA 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, pursuant to the MCC Program Procurement Guidelines, 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MCA 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[[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 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 ITC or Contract between the Consultant and the MCA Entity, the MCC Program Procurement 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://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>
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 MCA 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 Program Procurement Guidelines P1.A.1.9(d), 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 theaw 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 MCA 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 MCA 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 MCA 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
4. 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 MCA 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 Part 10 of the MCC Program Procurement Guidelines (Eligibility Verification Procedures) 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 MCA Entity or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MCA Entity with a copy to MCC.
5. 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 MCA 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 Proposal Forms

**Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Sub-clause 12.5 of Section I, Instructions to Consultants.**

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

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

[Form FIN-1. Financial Proposal Submission Form 70](#_Toc56116340)

[Form FIN-2. Price Summary 72](#_Toc56116341)

[Form FIN-3. Breakdown of Price by Activity 73](#_Toc56116342)

[Form FIN-4. Breakdown of Remuneration 74](#_Toc56116343)

### 

Form FIN-1. Financial Proposal Submission Form

**[Location, Date]**

To: Head of MCA Entity/Procurement Agent

Address:

Ladies and Gentlemen:

**Re: [insert title of assignment]**  
**RFP 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 Proposal (RFP) dated **[Insert Date]** and our Technical Proposal.

Our attached Financial Proposal is for the fixed price of **[Insert amount(s)[[6]](#footnote-7) in words and figures]**.

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

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:[[7]](#footnote-8)

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

We understand you are not bound to accept any Proposal 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 Consultant** |  |

Form FIN-2. Price Summary

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

|  |  |  |
| --- | --- | --- |
|  | Price1 | |
| US$ | [Local Currency] |
| *Base Period (or Base Task)* |  |  |
| *Option Period (or Task) (1) [if applicable]* |  |  |
| *Option Period (or Task) (2) [if applicable]* |  |  |
|  |  |  |
| Total Price of Financial Proposal |  |  |

*[****Note to MCA 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 RFP. If there are no options, then a single row representing the total proposed price of the assignment is sufficient.]*

*[****Note to MCA Entity****: If there are elements of cost which are not to be priced by the Consultant, but are to be reimbursed separately and will be the same for all Consultants, 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 MCA Entity in each currency. Such total price must coincide with the sum of the relevant sub-totals indicated in Form FIN-3. (Tax provisions relevant to this RFP are set out in Section VI, General Conditions of Contract.)
2. If the RFP contains options, the options will be fully priced and evaluated at 100%.
3. Provide **fully loaded prices** (including any international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profits).
4. See PDS ITC 12.5 regarding travel-related expenses.

Form FIN-3. Breakdown of Price by Activity

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

[Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the MCA Entity and/or for the purpose of verification of the market reasonableness of the prices offered. Please complete for each phase.]

|  |  |  |  |
| --- | --- | --- | --- |
| Group of Activities by Phase | Description2 | | |
|  | Price3 | |
| US$ | Local Currency |
|  |  |  |
|  |  |  |
|  |  |  |
| Total |  |  |

*[****Note to MCA Entity****: List activities in column before releasing RFP. Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-10.]*

1. Form FIN-3 shall be completed for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. Include base and option years.
2. A short description of the activities whose price breakdown is provided in this Form.
3. Provide **fully loaded prices** (including international travel, communications, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profit).
4. See PDS ITC 12.5 regarding travel-related expenses.

Form FIN-4. Breakdown of Remuneration

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

**RFP 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 Consultant for possible additional services requested by the MCA Entity.]

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

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

1. Form FIN-4 shall be filled in for the same Key Professional Personnel and other Personnel listed in Forms TECH-8 and 9.
2. Professional Personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff).
3. Positions of the Key Professional Personnel shall coincide with the ones indicated in Forms TECH-8 and 9.
4. Indicate separately person-month rates for home and field work. Provide fully loaded prices (including international travel, communication, local transportation, office expenses, and shipment of personal effects, direct and indirect rates and profit).
5. See PDS ITC 12.5 regarding travel-related expenses.

Section V - Terms of Reference (ToR)

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

# PART 2: CONTRACT DOCUMENTS

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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. “Applicable Law” has the meaning given the term **in the SCC**. 2. “Associate” means any entity that is a member of the Association that forms the Consultant. A Sub-Consultant is not an Associate. 3. “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. 4. “Compact” has the meaning given the term in the recital clauses to the Contract Agreement. 5. “Consultant” has the meaning given the term in the initial paragraph of the Contract Agreement. 6. “Contract” means this agreement entered into betweenthe MCA Entity 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. 7. “Contract Price” means the price to be paid for the performance of the Services, in accordance with GCC Sub-clause 17.1. 8. “Effective Date” has the meaning given the term in GCC Clause 16.2. 9. "Force Majeure" has the meaning given the term in GCC Clause 22.1. 10. “GCC” means these General Conditions of Contract. 11. “Government” has the meaning given the term in the recital clauses to the Contract Agreement. 12. “Key Professional Personnel” means the Personnel listed in Annex D to this Contract. 13. “Local Currency” has the meaning given the term **in the SCC**. 14. “MCA Country” has the meaning given the term **in the SCC**. 15. “MCA Entity” or “Client” has the meaning given the term in the initial paragraph of the Contract Agreement. 16. “MCC” has the meaning given the term in the recital clauses to this Contract. 17. “*MCC Program Procurement Guidelines*” means the Millennium Challenge Corporation Program Procurement 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 MCA Entity 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 25. 26. “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 MCA Entity 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 Proposal; 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 MCA Entity 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 MCA Entity 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 $100,000 USD) it shall seek the MCA Entity’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 MCA Entity 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 MCA Country or elsewhere, as the MCA Entity 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 MCA Entity under this Contract, including without limitation the receiving of instructions and payments from the MCA Entity. | |
| 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 MCA Entity 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 MCA Entity.   2. GCC Sub-clause 38.1 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 MCA Entity 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 MCA Entity 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 MCA Entityof any such adjustments. Any other adjustments shall only be made with the MCA Entity’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 MCA Entity 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 17.4. | |
| 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 MCA Country a resident project manager, acceptable to the MCA Entity, 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 MCA 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 MCA 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.   2. The Consultant shall adopt recruitment, hiring and retention practices that support the employment of women and staff from diverse backgrounds.   3. The Consultant shall ensure that the employment terms and conditions of migrant workers are not influenced by their migrant status.   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 MCA Entity 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 38.1(a), provide as a replacement a person of equivalent or better qualifications. | |
|  | * 1. If the MCA Entity (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 MCA Entity’s written request specifying the grounds therefore and subject to GCC Sub-clause 38.1(a), provide as a replacement a person with qualifications and experience acceptable to the MCA Entity. | |
|  | * 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 20, 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 proposals for modification or variation made by the other Party. | |
| Substantial Modification | * 1. In cases of any of the below, the prior written consent of MCC is required:  1. the Contract value of a Contract that did not require approval under an MCC policy is raised to a value that would require approval 2. the original Contract duration is extended by 25% or more, or 3. the original value of the Contract 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 a Contract, any subsequent Contract modification or change order that individually or collectively exceed 3% of the original Contract value will also require MCC approval. | |
| 1. Payments to the Consultant |  | |
| Contract Price | * 1. Except as provided in GCC Sub-clause 17.5, the total payment due to the Consultant shall not exceed the Contract Price **set forth in the SCC** (as may be adjusted in accordance with the terms of the SCC). The Contract Price is an all-inclusive fixed-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, 46.2 and 48.2) if the Parties have agreed to additional payments in accordance with GCC Sub-clauses 16.4, 16.5 and 17.4. | |
| 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 MCA Entity, 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 MCA Entity specifying the amount. In all cases, invoices shall be delivered to the MCA Entity 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 MCA Entity. Payments will be made to the Consultant within thirty (30) days of the date of receipt by the MCA Entity of a valid and proper invoice or the date of the MCA Entity’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 MCA Entity. | |
| 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 MCA Entity has delayed payments beyond thirty (30) days after the payment date determined in accordance with GCC Sub-clause 17.3, 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 18(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 Proposals]** 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 MCA Entity 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 MCA Entity 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 MCA Country in importing property into the MCA 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 MCA 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 MCA Entity if such customs duties and Taxes were paid by the MCA Entity at the time the property in question was brought into the MCA 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 MCA Entity or the Government with respect to the determination of the Tax status described in this GCC Clause 18. 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 MCA Entity (or such agent or representative designated by the MCA Entity) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by the MCA Entity, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes. 6. The MCA Entity 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 MCA Entity 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 20.2(d). | |
| 1. Suspension | * 1. The MCA Entity 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 MCA Entity | * 1. Without prejudice to any other remedies that may be available to it for breach of this Contract, the MCA Entity 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 20.1, and in the case of the occurrence of any of the events specified in paragraphs (h) or (i) of this GCC Sub-clause 20.1, the MCA Entity may suspend this Contract.  1. If the Consultant, in the judgment of the MCA Entity 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 20.1(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 MCA Entity. 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 MCA Entity) or on such later date as may be specified by the MCA Entity. 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 MCA Entity in such notice of termination. 4. If the Consultant (or any Member or Sub-Consultant), in the judgment of the MCA Entity 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 MCA Entity. 6. If the MCA Entity, 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 MCA Entity. 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 MCA Entity. 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 20.1(h), the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA Entity 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 20.1(i), the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA Entity during the period of the suspension. | |
| By the Consultant | * 1. The Consultant may terminate this Contract, upon written notice to the MCA Entity 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 20.2.  1. If the MCA Entity 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 MCA Entityto 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 MCA Entity 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 MCA Entity 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 20.1(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 20.1(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 20.1 or 20.2,the MCA Entity shall make, or cause to be made, the following payments to the Consultant:  1. payment pursuant to GCC Clause 17 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 20.1, reimbursement of any reasonable cost (as determined by the MCA Entityor 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 20.1 (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 20.1 or paragraphs (a) through (d) of GCC Sub-clause 20.2 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 20, 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 33, (c) the Consultant’s obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC Clause 37 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 20.1 or 20.2, 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 MCA Entity, the Consultant shall proceed as provided, respectively, by GCC Clauses 34 or 41. | |
| 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 22.6, 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 MCA Entity, 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 MCA Entity 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 MCA Entity 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 MCA Entity and any other beneficiaries of MCC Funding, including any bidders, 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 MCA Entity 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 MCA Account Entity 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/wp-content/uploads/2014/01/CIPE\_Anti-Corruption\_Compliance\_Guidebook.pdf   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 MCA 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, MCA 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, 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 MCA Entity, 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 MCA Entity, the Consultant or such other beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation. 9. MCC and the MCA Entity 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 MCA Entity 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 MCA Entity 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 MCA Entity or MCC may, by notice, immediately terminate the Contract, and the provisions of GCC Sub-clause 20.1 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 MCA Entity 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.[[8]](#footnote-9) 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 employees of the MCC C-TIP Policy 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; and 3. take appropriate action, up to and including termination, against Personnel or subcontractors or Sub-Consultants that violate the prohibitions set out in this policy. 4. Each Consultant shall: 5. 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; 6. 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 employees; and 7. acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract. 8. A bidder, supplier, contractor, subcontractor, Consultant or Sub-Consultant shall inform the MCA Entity within 24 hours of: 9. any information it receives from any source (including law enforcement) that alleges its Personnel, subcontractor, Sub-Consultant, or the employee of a subcontractor or Sub-Consultant, has engaged in conduct that violates this policy; 10. and any actions taken against any Personnel, subcontractor, subcontractor/consultant, or the employee of a subcontractor or Sub-Consultant, pursuant to these requirements. | |
|  | **(d) Remedies**. Once the incident has been confirmed and depending on the severity of each case, the MCA Entity will apply remedies, which could include any, all, or any combination of the following:   1. the MCA Entity requiring the Consultant to remove the involved Personnel, Sub-Consultant or any of its involved Personnel, or any involved agent or affiliate; 2. the MCA Entity requiring the termination of a subcontract or sub-award; 3. suspension of Contract payments until the breach is remedied to the satisfaction of the MCA Entity; 4. loss of incentive payment, consistent with the incentive plan set out in the Contract, if any, for the performance period in which the MCA Entity determined non-compliance; 5. the MCA Entity 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 MCA Entity for default or cause in accordance with the termination clause of the Contract; and 7. the MCA Entity directing the Consultant to provide reasonable financial support or restitution to the victim(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 MCA Entity. | |
| 1. Gender and Social Inclusion | * 1. The Consultant shall ensure that its activities under the Contract comply with the MCC Gender Policy[[9]](#footnote-10) and the MCA Entity’s Social and Gender Integration Plan, 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 this contract. Where Applicable Law diverges from this specified age standard, the higher age should apply. Children under the age of eighteen (18) will not 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. The Consultant, including all Sub-Consultants and any Personnel, shall prohibit, and refrain from, sexual harassment behaviors directed at Compact beneficiaries, partners, stakeholders, MCA Entity employees, MCA Entity consultants, MCC personnel, or MCC consultants. 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. The Consultant shall put in place an incident referral and reporting plan with respect to the provision of the Services to support a safe and respectful work environment, in form and substance satisfactory to the MCA Entity and MCC. The Consultant shall be responsible for ensuring 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. The MCA Entity may investigate (either directly or through a third party) allegations of sexual harassment as it determines appropriate. The Consultant shall fully cooperate with any investigation conducted by the MCA Entity regarding breach of this provision. The Consultant will ensure that any incident of sexual harassment investigated by the MCA Entity has been resolved to the MCA Entity and MCC’s satisfaction. | |
| 1. Non-Discrimination and Equal Opportunity | * 1. The MCA Entity adheres to the principle of equal opportunity and fair treatment in its employment practices. The MCA Entity expects that the Consultant 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 MCA Entity expects that the Consultant shall base its 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 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. 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 MCA Entity, and shall at all times support and safeguard the MCA Entity’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 MCA Entity’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests. | |
| Consultant Not to Benefit from Commissions, Discounts, etc. | * 1. The payment of the Consultant pursuant to GCC Clause 17 shall constitute the Consultant’s only payment in connection with this Contract and, subject to GCC Clause 32.3, 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 MCA Entity on the procurement of goods, works or services, the Consultant shall comply with the “*MCC Program Procurement Guidelines*” 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 MCA Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the MCA Entity. | |
| 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 MCA Entity, 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 MCA Entity, 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 MCA Entity 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 MCA Entity, 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 MCA Entity and shall be returned (including, except as provided in GCC Clause 34, all the copies) to the MCA Entity on completion of the Consultant’s performance under this Contract. | |
| 1. Documents Prepared by the Consultant to be the Property of the MCA Entity | * 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 MCA Entity, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MCA Entity, together with a detailed inventory thereof in accordance with this GCC Sub-clause 34.1 and Sub-clause 33.4, 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 MCA Entity. 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 MCA Entity’s prior written approval to such agreements, and the MCA Entity 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 MCA Entity, insurance against the risks, and for the coverage **specified in the SCC** and in Annex B, and (b) at the MCA Entity’s request, shall provide evidence to the MCA Entity 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. | |
| Reporting Obligations | * 1. The Consultant shall maintain such books and records and submit to the MCA Entity 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 MCA Entity such other reports, documents and information as may be requested by the MCA Entity from time to time. Final reports shall be delivered in an electronic form specified by the MCA Entity in addition to the hard copies specified in Annexes B and C. The Consultant consents to the MCA Entity’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 MCA Entity’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 MCA Entity’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 MCA Entity’s approval for the Consultant to enter into a subcontract pursuant to GCC Clause 38, 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 MCA Entity to be incompetent or incapable in discharging assigned duties, the MCA Entity may require that the Consultant provide a replacement, with qualifications and experience acceptable to the MCA Entity, 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 MCA Entity | * 1. Equipment, vehicles and materials made available to the Consultant by the MCA Entity, or purchased by the Consultant wholly or partly with funds provided by the MCA Entity, shall be the property of the MCA Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the MCA Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the MCA Entity’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the MCA Entity 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 MCA Country by the Consultant, Sub-Consultants and Personnel, or purchased by them without funds provided by the MCA Entity, 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 MCA Entity 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 MCA 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 MCA Entity warrants that the Consultant, Sub-Consultants and their Personnel shall have, free of charge, unimpeded access to all land in the MCA Country in respect of which access is required for the performance of the Services. The MCA Entity 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 18(e) shall be applicable in such a situation. |
| 1. Services, Facilities and Property of the MCA Entity | | * 1. The MCA Entity 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 MCA Entity shall make to the Consultant payments in the manner provided in GCC Clause 17. |
| 1. Counterpart Personnel | | * 1. The MCA Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the MCA Entity with the Consultant’s advice, if specified in Annex G. |
|  | | * 1. If counterpart personnel are not provided by the MCA Entity to the Consultant as and when specified in Annex G, the MCA Entity 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 MCA Entity to the Consultant as a result thereof pursuant to GCC Sub-clause 17.1. |
|  | | * 1. Professional and support counterpart personnel, excluding the MCA Entity’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 MCA Entity 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**

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| Amendments of, and Supplements to, Clauses in the General Conditions of Contract of this Contract | |
| **GCC 1.1** | (a) “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.  (m) “Local Currency” means **[insert local currency]**.  (n) “MCA Country” means the country of **[Country]**. |
| **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 MCA Entity:  **[full legal name of the MCA Entity]**  Att.: **The Procurement Agent**  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 MCA Entity:  **[full legal name of the MCA Entity]**  Att.: **[Name of the MCA Entity Representative]**  Address:  Email:  For the Consultant: |
| **GCC 10.3** | Written notification to the MCA Entityof 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** | All disputes shall be settled by arbitration in accordance with the following provisions:  ***[Note: The following provisions 1-6 are by way of an example of acceptable arbitration provisions. The MCA Entity may also propose an alternative arbitration/dispute resolution mechanism]***  1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:   1. Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to **[name an appropriate international professional body, e.g., the International Chamber of Commerce]** for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, **[insert the name of the same professional body as above]** shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. 2. Where the Parties do not agree that the dispute concerns a technical matter, theMCA Entity and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by **[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].** 3. If, in a dispute subject to SCC Sub-clause 13.2.1(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the **[name the same appointing authority as in clause (b) above]** to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.   2. Rules of Procedure. Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.  3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.  4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Sub-clause SCC 13.2.1 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 Consultant’s home country ***[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties]*** or of the Government’s country. For the purposes of this Clause, “home country” means any of:   1. the country of incorporation of the Consultant [Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties]; or 2. the country in which the Consultant’s [or any of their Members’ or Parties’] principal place of business is located; or 3. the country of nationality of a majority of the Consultant’s [or of any Members’ or Parties’] shareholders; or 4. the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.   5. Costs. Upon the occurrence of a dispute, the Parties shall agree on the allocation of the costs associated with any settlement efforts before arbitration or associated with arbitration. Where the Parties fail to agree on the allocation, the allocation shall be determined by the arbitrator.  6. Miscellaneous. In any arbitration proceeding under this Contract:   1. proceedings shall, unless otherwise agreed by the Parties, be held in **[select a country which is neither the MCA Entity’s country nor the Consultant’s country];** 2. the English language shall be the official language for all purposes; and 3. the decision of the sole arbitrator or of a majority of the arbitrators shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. |
|  | ***[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 amount of the fixed price Contract is **XXXXX [US Dollars] OR XXXXX [Local Currency] OR XXXXX [US Dollars] and XXXXX [Local Currency]** (the “Contract Price”).  The accounts are:  For US Dollars: **[insert account number]**  For Local Currency: **[insert account number]** |
| **GCC 17.3** | Payments for the deliverables shall be made according to the following schedule of percentages of the amounts included in the Contract:  **[insert payment schedule. This could be percentages in the RFP but actual amounts in the contract]** |
| **GCC 17.5** | The interest rate to be applied in the case of late payments is the Federal Funds Rate as stated on the website: <http://www.federalreserve.gov/releases/h15/current/default.htm> |
| **GCC 34.1** | **[the MCA Entity to state here any further restrictions on the use of documents]**  ***[Note: If there are no additional restrictions on the use of documents, this is not applicable]*** |
| **GCC 35.1** | **[the MCA Entity to state here any additional provisions to the Consultant’s liability under this Contract.]**  ***[Note: If there are no additional provisions to the Consultant’s liability under the Contract, this SCC 35.1 should be deleted from the Contract]*** |
| **GCC 36.1** | The risks and the minimum coverage shall be as follows:   1. third party motor vehicle liability insurance in respect of motor vehicles operated in [Country] by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount and currency]; 2. third party liability insurance, with a minimum coverage of [insert amount and currency]; 3. professional liability insurance, with a minimum coverage of [insert amount and currency]; 4. employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and 5. insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.   ***[Note: Delete what is not applicable.]*** |
| **GCC 38.1** | **[the MCA Entity to state here any additional actions by the Consultant that require the MCA Entity’s prior approval.]**  ***[Note: If there are no additional actions on the part of the Consultant that require the MCA Entity’s prior approval, this is not applicable]*** |
| **GCC 43.1** | **[the MCA Entity to state here any assistance it will or will not provide the Consultant in addition to those points stated in GCC Sub-clause 43.1.]**  ***[Note: If there are no additions or changes to the assistance the MCA Entity will provide under GCC Sub-clause 43.1, this is not applicable]*** |

Section VIII - Contract Forms and Annexes

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

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[CONTRACT AGREEMENT 127](#_Toc57913635)

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[Annex H: Compliance with Sanctions Certification Form 137](#_Toc57913644)

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Notification of Award

***[The Notification of Award shall be filled in and sent to the successful Consultant in accordance with ITC Clause 26.1]***

**[date]**

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

**Re: XXXXXXXXXXXXXXXXXXXXX**

**RFP Ref: XXXXXXXXXXXXXXXXX**

Dear [insert name of consultant],

We wish to formally award the subject consulting services to you and invite you for negotiations on **[insert date and time].** Negotiations will be held **[in-person or online – choose as appropriate]** at our **[street or online - choose as appropriate]** address below:

**[insert Skype/Zoom/Webex or street address].**

Please confirm the date and time work for you.

The agenda for negotiations and draft contract are both attached. Please formally confirm in writing (by email or letter) the availability of all key staff in your Proposal before the commencement of negotiations.

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 MCA Entity]** (the “MCA 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 MCA Entity]** (the “MCA 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 theMCA Entity 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 MCA 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 MCA Entityshall derive any rights from the Compact or have any claim to the proceeds of MCC Funding; and
2. The MCA Entity 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 MCA Entity 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 MCA Entity to the Consultant as set forth in this Contract, the Consultant hereby covenants with the MCA Entity to perform the Services in conformity in all respects with the provisions of this Contract.
2. Subject to the terms of this Contract, the MCA Entity 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 MCA Entity]:** | 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 MCA 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 MCA Entity, etc. This Description of Services is to be based on the TOR issued with the RFP and **incorporates changes agreed upon during negotiations**. It must be noted that this Description of Services takes precedence over the Consultant’s Proposal, so any changes recommended or requested by the Consultant do not alter the services the Consultant is required to perform unless agreed to during negotiations and incorporated into this Description of Services.]

This Annex A shall incorporate by reference: the proposal dated **[insert date of awarded Proposal]** submitted by **[insert name of Consultant awarded the Contract]** in connection with the procurement for this Contract (the “Proposal”), as well as **changes agreed upon during negotiations**. In the event of any inconsistency between this Description of Services and the Proposal, 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 monthly 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 monthly 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 MCA Entity

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

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 Consultant upon submission of the Proposal 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 MCA Procurement Agent at the time of Bid submission, and to the MCA Entity Fiscal Agent thereafter [*email addresses for MCA 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, pursuant to the MCC Program Procurement Guidelines, 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MCA 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 ITC or Contract between the Consultant and the MCA Entity, the MCC Program Procurement 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://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>
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 MCA 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 Program Procurement Guidelines P1.A.1.9(d), 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 theaw 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 MCA 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 MCA 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 MCA 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
4. 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 MCA 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 Part 10 of the MCC Program Procurement Guidelines (Eligibility Verification Procedures) 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 MCA Entity or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MCA Entity with a copy to MCC.
5. 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 MCA 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.

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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 the MCA**-[Name of Country].**
  + **[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 MCA Entity Procurement Agent* ***[email address for MCA 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

As stipulated in GCC 24.1 of the Contract, the Consultant must certify to the MCA Account 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 MCA 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 MCA Entity, the *MCC Program Procurement 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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. [Delete in case no Association is foreseen.] [↑](#footnote-ref-4)
4. “MCC-Funded Contract” is defined as a contract signed by an MCA Entity or Core Team, as opposed to a contract signed by MCC, under the provisions of MCC’s Program Procurement 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. Amount must coincide with the ones indicated under total price of Form FIN-2. [↑](#footnote-ref-7)
7. If applicable, replace this paragraph with “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution”. [↑](#footnote-ref-8)
8. <https://www.mcc.gov/resources/doc/policy-counter-trafficking-in-persons-policy> [↑](#footnote-ref-9)
9. Available at: https://assets.mcc.gov/guidance/mcc-policy-gender.pdf [↑](#footnote-ref-10)
10. “MCC-Funded Contract” is defined as a contract signed by an MCA Entity or Core Team, as opposed to a contract signed by MCC, under the provisions of MCC’s Program Procurement 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 MCA Entity or Core Team, as opposed to a contract signed by MCC, under the provisions of *MCC Program Procurement Guidelines*, and using funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding. [↑](#footnote-ref-13)