SELECTION OF INDIVIDUAL CONSULTANTS



Issued on: 17 June 2022

MALAWI MILLENNIUM DEVELOPMENT TRUST (MMD)

on behalf of

The Government of the Republic of Malawi funded by

The United States of America through

The Millennium Challenge Corporation

for

Technical Evaluation Panel Members

Ref No: MMD 3001

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Section 1. General Instructions to Consultants (GIC)

The General Instructions to Consultants (GIC) is available from this link: https://bit.ly/MCC_GCC_ICS_220204

Section 2. Specific Instructions to Consultants (SIC)

Lilongwe, Malawi 17 June 2022

Procurement for Technical Evaluation Panel (TEP) Members

Evaluation of Procurement Agent and Fiscal Agent Proposals **REF No: MMD 3001**

- 1. The Millennium Challenge Corporation and the Government of Malawi have entered into a Compact Development Funding (CDF) Grant Agreement to support the development and facilitation of a proposed Millennium Challenge Compact. The grant is in the amount of approximately Eleven Million Six Hundred Fifty Thousand U.S. Dollars (\$11,650,000) ("MCC Funding"). The Government, acting through Malawi Millennium Development Trust (MMD), (hereinafter referred to as the "MCA Entity"), intends to apply a portion of the MCC Funding to eligible payments under a contract for which this Request for Application ("RFA") is issued. Any payments made by the MCA Entity under the proposed contract will be subject, in all respects, to the terms and conditions of the CDF Agreement 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 Grant and Implementation Agreement or have any claim to the proceeds of MCC Funding. The Grant and Implementation Agreement and its related documents can be found on the MCC website (www.mcc.gov) and on the website of the MCA Entity (www.mmd-malawi.org)
- 2. MCC is a U.S. government agency focused on assisting countries dedicated to good governance, economic freedom, and investments in people. The Compact includes investment from MCC of approximately US \$350 million and a corresponding contribution of approximately \$26.25 million from the Government. The Fiscal Agent will be required to manage all the funding contributed by MCC and approximately \$26.5 million of the Government of Malawi's cash contribution. For details, please refer to Annex II of the Compact and Annex III of the Program Implementation Agreement to be entered between MCC and the Government of Malawi.

The proposed Compact is anticipated to consist of three projects:

• The Accelerated Growth Corridors (AGC) Project will focus on reducing high transport costs and weak market linkages in the agricultural sector through the provision of road investments along select corridors, combined with policy and institutional strengthening

encompassing improved planning, management, and maintenance of local roads in corridor districts. The project will have two main activities – *Road Corridor Improvement Activity* which will seek to reduce travel time and costs for smallholder farmers through targeted road works interventions in selected transport "corridors," and *Policy and Institutional Reform Activity*, which will seek to provide selected capacity building and technical assistance on key issues constraining the enabling environment in the areas of agriculture, transport, gender and social inclusion, and environmental and social performance.

- The Increased Land Productivity Project (the "Land Project") will focus on improving land services, strengthening conditions for increased investment in land and better functioning land markets through two main activities: Land Administration Resourcing and Institutions Activity which will focus on reform and reform implementation in land-based revenues, devolution of land services, creation of a new Land Authority; and City Council Land-Based Revenue Modernization Activity, which will focus on addressing the substantial gaps between land-based revenue currently collected by the City Councils and the land-based revenue that could be collected were city tax rolls more complete and valuation more efficient.
- The American Catalyst Facility for Development Project (ACFD) will focus on facilitating U.S. International Development Finance Corporation (DFC) investment in Malawi to catalyze increased private investment consistent with Compact objectives and increase the scale and impact of the Compact.
- 3. 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 at: https://www.mcc.gov/resources/doc/policy-fraud-and-corruption.
- 4. The MCA Entity now invites Applications from eligible Individual Consultants to provide the consultant services as Technical Evaluation Panel (TEP) Members to evaluate (i) Procurement Agent and (ii) Fiscal Agent proposals. The MCA Entity reserves the right to award to and contract more than one individual for each Panel. Applicants are welcome to submit Applications for one or both Panels, but no Applicant can be awarded a contract for both procurements/Panels as it is expected that the evaluation process may be partly or fully concurrent.
- 5. **Contract start date and duration**. The location of the assignment is Lilongwe, Malawi. The duration of the contract may be for a period of three (3) months but the level of effort of the assignments is between 5 to 15 working days per procurement, depending on the number of proposals received for the procurements to be evaluated.

- 6. The required qualifications for the Individual Consultant to be considered are indicated in the Section 5 (Evaluation Criteria).
- 7. All applicants are expected to be eligible individual consultants as per the eligibility criteria provided under GIC Clause 6, including the restrictions to apply to government employees. In the case where an applicant falls under GIC Sub-clauses 6.8(a) 6.8(e), who may have left the MCA Entity within a period of less than twelve (12) months of the date of the RFA, it must obtain a "no-objection" from the MCA Entity for the inclusion of such a person, prior to the applicant's submission of its Application.
- 8. Interested Individual Consultants are requested to submit their Applications using the forms provided for this purpose in Section 3 (Application Forms) of this RFA.
- 9. A Pre-Application Conference will not be held.
- 10. Individual Consultants are advised to seek clarifications to this RFA by email to the **Interim Procurement Agent**, Franklin Ibemessie via franklin.ibemessie@crownagents.co.uk by **5:00pm** EAT (GMT+3) on **22 June 2022.** The MCA Entity may not respond to any clarifications submitted after this date and time. All request for clarifications shall be official and in writing.
- 11. Applications shall be submitted **only** electronically, using a File Request Link (FRL), which shall expire on the deadline for receipt of Applications as per Clause 14 below. This is the only acceptable method to submit Applications. Applications submitted by email, email attachment or as hard-copy (by hand, post, courier, etc.) shall be rejected.
- 12. The Technical Offer Forms 1 and 2 (and Form 3, if applicable) are not required to be password-protected but may be protected at the Consultant's discretion. Consultants who choose to password-protect their Technical Offers can do so to protect against inadvertent untimely opening of that document, but at their own responsibility for providing the correct password by the deadline indicated in Clause 15 below. If a Consultant fails to provide the correct password that opens the files so its relevant contents can be announced by the deadline indicated in Clause 15, their Application shall be rejected. Consultants cannot provide this password via the File Request Link, but should be sent to the email address indicated in Clause 10 above.
- 13. The Financial Offer (Form 4) shall be submitted with the other forms. The Financial Offer is not required to be password-protected, but may be protected at the Consultant's discretion. Consultants who choose to password-protect their Financial Offers can do so to protect against inadvertent untimely opening of that document, but at their own responsibility for providing the correct password when required by the MCA-Entity. A Consultant shall not submit the password to access its financial submission when submitting his/her Application; the password shall be requested by the MCA Entity after evaluating the Applications. If a Consultant fails to provide the correct password within 2 working days upon request by the MCA Entity, his/her entire Application shall be rejected.

- 14. The deadline for receipt of your application is **2:00pm** EAT (GMT+3) on **5 July 2022**. The FRL to submit your Application is: https://bit.ly/MMD_PA_FA_TEP_Apply. The same FRL can be used (more than once) to submit the technical and financial offers, and any additional or ancillary documentation.
- 15. All submitted documents (whether as standalone files or files in folders) shall be in Microsoft Office or PDF format. 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.
- 16. Consultants should use the following filename format for Applications:
- i. Technical Offer filename: [Consultant's Name] Procurement Title Ref# [insert RFA number]
- ii. Financial Offer filename: [Consultant's Name] Procurement Title Ref# [insert RFA number]
 - 17. **Selection Procedure**: The Consultant will be selected in accordance with the procedures for selection of Individual Consultants set out in the MCC Program Procurement Guidelines which are provided on the MCC website (www.mcc.gov).
 - 18. The selection process comprises two stages: (a) The MCA Entity will evaluate the Applications and select the consultant with the most appropriate CV/qualifications and experience using the criteria provided in Section 4 of the RFA, then (b) the financial offer of the most qualified consultant will be opened. Contract award is subject to negotiations and a price reasonableness analysis. In the resultant contract, the Consultant will be paid only for time worked.
 - 19. All applications shall be valid for a period of **90 days** from the deadline of submission.
 - 20. The Interim Bid Challenge System is accessible from https://mmd-malawi.org/procurement/Bid-challenge-system.php.

Yours sincerely,

For the MCA- Entity

Dve B. Mawindo

Chief Executive Officer & National Coordinator

Section 3. Application Forms

Form 1: Letter of Application

[Location, Date]

Chief Executive Officer/National Coordinator Malawi Millennium Development Trust Address:

Dear Sir/Madam,

Re: Procurement for Technical Evaluation Panel (TEP) Members

Evaluation of Procurement Agent and Fiscal Agent Proposals **REF No: MMD 3001**

I, the undersigned, offer to provide the consulting services for the above-mentioned assignment in accordance with Letter of Invitation dated [*Date*].

I hereby submit my Application including my latest updated Curriculum Vitae which contains among others my previous relevant assignments and references with complete contact details.

I hereby declare that all the information and statements made in this document are true and correct. I accept that any misinterpretation contained herein can lead to my disqualification.

I hereby certify that I am not engaged in, facilitating, or allowing any of the prohibited activities described in the *MCC Counter-Trafficking in Persons Policy* and that I will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Finally, I acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract.

I acknowledge notice of MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations¹ and hereby certify that I am not engaged in or facilitating, any fraud and corruption as described in GIC Clause 4. Finally, I acknowledge that engaging in such activities is cause for suspension or termination of the Contract. I further certify that I am eligible to be awarded an MCC-funded contract as per the eligibility clauses of the MCC Program Procurement Guidelines.

If negotiations are held during the initial period of validity of the Application, I undertake to

.

¹ Available at www.mcc.gov/resources/doc/policy-fraud-and-corruption

negotiate on the basis of my availability for the assignment.

My submission is subject to modifications arising from Contract negotiations.

I undertake, if my Application is accepted, to initiate the consulting services on the timelines indicated in Section 2 (Specific Instructions to Consultants).

I understand and accept without condition that, in accordance with Section 2 of this RFA (SIC), 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).

I understand that you are not bound to accept any submissions that you may receive.

I acknowledge that my digital/digitized signature is valid and legally binding.

Yours Sincerely,	
[Name of Individual Consultant]	
[Date]	

Form 2: Curriculum Vitae (CV)

Name [Insert full name]

Date of Birth [Insert birth date]

Nationality [Insert nationality]

Education [Indicate college/university and other specialized education,

giving names of institutions, degrees obtained, and dates of

obtainment].

Membership in

Professional Associations

[insert information]

Other Training [Indicate appropriate postgraduate and other training]

Countries of Work

Experience

[List countries where the consultant has worked in the last ten

years]

Languages [For each language indicate proficiency: excellent, 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 the consultant since graduation, giving for

each employment (see format here below): dates of

employment, name of employing organization, positions held.]

From [month] [year]: To [month] [year]:

Employer:

Position(s) held:

Work undertaken that best illustrates capability to handle the tasks assigned

[Among the assignments in which the consultant has been involved, indicate the following information for those assignments that best illustrate his/her capability to handle the

tasks listed in the LOI]

Name of assignment or project:

	Year:
	Location:
	MCA Entity:
	Main project features:
	Position held:
	activities/tasks performed:
References	[List at least three individual references with Substantial knowledge of your work. Include each reference's name, title, phone and e-mail contact information. MCA-Entity reserves the right to contact other sources as well as to check references. References for MCC/MCA experience is provided below, separately]
Past MCC/MCA Experience	[Insert 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 you are or had been a party whether as a lead Consultant, affiliate, associate, subsidiary, Sub-Consultant, or in any other role]
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 in the above-mentioned assignment. I further declare that I am able and willing to work for the period foreseen in the above referenced in the Letter of Invitation.
Signature:	
Date:	

Form 3: Approach and Methodology

Not used.

Form 4: Financial Offer

[Location, Date]

Chief Executive Officer/National Coordinator Millennium Challenge Account - *Entity* Address:

Dear Sir,

Re: Procurement for Technical Evaluation Panel (TEP) Members

Evaluation of Procurement Agent and Fiscal Agent Proposals **REF No: MMD 3001**

Dear Sir/Madam,

Having examined the Letter of Invitation Documents, I am pleased to submit the following financial proposal for the services to be provided:

[Include salary history for the past three years].

[Include monthly fee rate² excluding airfare, accommodation, per diem and other expenses]

As part of acknowledging notice of *MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations*³ and declaring that we have not engaged in fraud and corruption as described in GIC Clause 4, I certify that:

- (a) 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 offeror or competitor relating to—
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (b) 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;

² This should be remuneration rate, excluding all reimbursables, i.e. travel, accommodation, per diem and other expenses, which will be negotiated and paid separately. For travel, MCA Entity will negotiate for the lowest economy fare as applicable.

Available at www.mcc.gov/resources/doc/policy-fraud-and-corruption

(c) 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

I understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the technical and price components proposed.

I acknowledge that my digital/digitized signature is valid and legally binding.
Yours sincerely,
[Name of Individual Consultant] [Date]

Section 4. Terms of Reference

Re: Procurement for Technical Evaluation Panel (TEP) Members

Evaluation of Procurement Agent and Fiscal Agent Proposals

1. BACKGROUND

The Millennium Challenge Corporation and the Government of Malawi have entered into a Compact Development Funding (CDF) Grant Agreement to support the development and facilitation of a proposed Millennium Challenge Compact. The grant is in the amount of approximately **Eleven** Million Hundred **Fifty Thousand** Six U.S. (\$11,650,000) ("MCC Funding"). The Government, acting through Malawi Millennium Development Trust (MMD), (hereinafter referred to as the "MCA Entity"), intends to apply a portion of the MCC Funding to eligible payments under a contract for which this Request for Application ("RFA") is issued. Any payments made by the MCA Entity under the proposed contract will be subject, in all respects, to the terms and conditions of the CDF Agreement 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 Grant and Implementation Agreement or have any claim to the proceeds of MCC Funding. The Grant and Implementation Agreement and its related documents can be found on the MCC website (www.mcc.gov) and on the website of the MCA Entity (www.mmd-malawi.org)

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activities – *Road Corridor Improvement Activity* which will seek to reduce travel time and costs for smallholder farmers through targeted road works interventions in selected transport "corridors," and *Policy and Institutional Reform Activity*, which will seek to provide selected capacity building and technical assistance on key issues constraining the enabling environment in the areas of agriculture, transport, gender and social inclusion, and environmental and social performance.

- The Increased Land Productivity Project (the "Land Project") will focus on improving land services, strengthening conditions for increased investment in land and better functioning land markets through two main activities: Land Administration Resourcing and Institutions Activity which will focus on reform and reform implementation in land-based revenues, devolution of land services, creation of a new Land Authority; and City Council Land-Based Revenue Modernization Activity, which will focus on addressing the substantial gaps between land-based revenue currently collected by the City Councils and the land-based revenue that could be collected were city tax rolls more complete and valuation more efficient.
- The American Catalyst Facility for Development Project (ACFD) will
 focus on facilitating U.S. International Development Finance Corporation
 (DFC) investment in Malawi to catalyze increased private investment
 consistent with Compact objectives and increase the scale and impact of
 the Compact.

The MCA Entity is in the process of procuring the services of Fiscal and Procurement Agents; and for this the MCA Entity intends to contract eligible and technically qualified individual Consultants for evaluation of proposals submitted in relation to these procurements. The Consultants will comprise qualified individuals in the Procurement and Finance fields, who will provide technical expertise in the evaluation processes.

The Procurement Agent acting on behalf of the MCA Entity shall manage the procurement process for selecting the suppliers, contractors and consultants that the MCA Entity will contract to provide a broad range of goods, works and services and shall provide related contract administration services, in order to implement certain activities funded by MCC pursuant to an agreement between the MCC and the Government of Malawi.

The Fiscal Agent shall oversee, discharge, and perform all services necessary to ensure that all financial management activities are conducted in strict compliance with the principles,

rules, and procedures pursuant to an agreement between the MCC and the Government of Malawi

2. THE OBJECTIVE OF THE ASSIGNMENT

The objective of this assignment is for the TEP to evaluate proposals in accordance with the evaluation and award criteria set out in the Fiscal and Procurement Agent Requests for Proposals (RFPs) and provide the results of evaluation for preparation of the Technical Evaluation Report, which will be signed by all the TEP members.

3. DESCRIPTION OF SERVICES

The MCA Entity intends to procure the TEP services of Individual Consultants to evaluate proposals submitted in response to Requests for Proposals (RFPs) issued for the following upcoming separate consulting services:

- Fiscal Agent Services
- Procurement Agent Services

The Consultants, as members of one of the TEPs, will have the responsibility to carry out the proposal evaluation process according to the requirements of each Request for Proposal (RFP). While carrying out the assignment, the TEP must commit to applying only the criteria and requirements of the RFP in a fair, transparent, and consistent manner in accordance with MCC Program Procurement Guidelines and the Evaluation Guidelines. Participation in this assignment shall require full time engagement for the agreed period.

The Consultant is expected to be part of a Panel of three (3) to five (5) persons to evaluate the Procurement Agent or the Fiscal Agent Proposals. The Consultant shall perform the following as a member of the TEP:

- Attend Briefing on Evaluation Procedures;
- Sign the Declaration of Impartiality and Confidentiality form;
- Become fully familiar with the RFP, amendments and clarifications as issued;
- Perform the Preliminary examination of the Technical proposals;
- Discuss and agree to the Evaluation Guidelines, Evaluation Criteria and Technical Evaluation Report Format and adopt them;
- Independently evaluate each Technical Proposal;
- Undertake an independent detailed review of each proposal including determination of responsiveness to the technical requirements and assessment of qualifications to perform the services;
- Record clearly and unambiguously, all issues about each proposal, including where a proposal fails to meet any of the specified requirements; identify and document detailed strengths and weaknesses per criterion.
- Be sensitive and critical of the factuality of the statements, claims and supporting

documentation presented in the proposals;

- Identify key issues that require clarifications from consultants during the evaluation process and /or during contract finalization;
- Attend consensus discussions with other TEP members to:
 - o Review individual ratings;
 - o Discuss strengths and weaknesses per criterion for each proposal;
 - o Reach consensus on scoring by evaluation criterion;
 - o Prepare Consensus Panel recommendations;
- Determine financial capacity of each bidder/consultant;
- Identify issues for inclusion in the contract negotiations;
- Provide the MCA Entity Interim Procurement Agent with appropriate score sheets and inputs for the Technical Evaluation Report ("TER") which is the IPA's responsibility to prepare. The TEP shall review and agree with the Interim Procurement Agent on the TER, which shall be finalized by the Interim Procurement Agent;
- Sign the agreed Technical Evaluation Report;
- Submit Signed TER to Interim Procurement Agent;
- Be available for consultations, clarifications or any bid challenges related to the procurements that may arise during and after the evaluation.
- Review and sign the Combined Evaluation Report (CER) prepared by the Interim Procurement Agent.

4. FACILITIES AND INFORMATION TO BE PROVIDED BY THE MCA ENTITY

Under normal circumstances, where the TEP members are expected to work from the MCA Entity offices, the MCA Entity shall provide a computer for each TEP member and office space to be used during the performance of the Services (evaluation process). In the event where the Consultants are directed to work from their home country, both computer and office space will be the responsibility of the Consultants.

IPA shall provide necessary documents/information such as:

- Initial training on the evaluation procedures;
- Declaration of Impartiality and Confidentiality Form (to be provided to the Consultant prior to the Commencement of the review;
- The RFP for the assignment in question and amendments and clarifications as issued;
- Draft Template of TER;
- Evaluation Guidelines (to be provided to the Consultant prior to commencement of the evaluation):
- Technical and financial guidance whenever needed;
- Guidelines for review of the proposals (to be provided to the Consultant prior to the Commencement of the review):
- Evaluation forms (in Excel worksheet format) with technical evaluation criteria as prescribed under the RFP;
- Eligibility checks forms/format; and

• Any other necessary information to complete the evaluation process.

5. RESPONSIBILITIES OF THE CONSULTANT

The TEP has the responsibility to carry out the evaluation process according to the evaluation criteria contained in the RFP. Consultants must never share information from proposals during and after the evaluations. Each member must commit to applying only the evaluation criteria stipulated in the RFP and the Evaluation Guidelines in a fair, transparent and consistent manner in accordance with MCC Program Procurement Guidelines. All members of the TEP must be technically qualified to review and evaluate the substance of the proposals. They must possess the various skills required to evaluate all aspects of the proposals.

6. LEVEL OF EFFORT AND DURATION

The level of effort of the assignments is between 5 to 15 working days per procurement/Technical Evaluation, depending on the number of proposals received for the procurement to be evaluated. The duration of the contract may be for a period of three (3) months.

7. OUTPUT AND DELIVERABLES

There will be 2 separate Technical Evaluation Panels (TEPs), one to evaluate the Procurement Agent proposals, the other to evaluate the Fiscal Agent proposals. The TEP Members for each Panel are expected to provide the completed scoring sheets for review to the Interim Procurement Agent (IPA) as and when the TEP has reached a consensus on each proposal. After completion of the evaluation process for the applicable procurement, submission of the TER shall be made by the IPA to the TEP members for review within five (5) calendar days. After the TEP's review and input within two (2) days, the draft TER will be submitted to the Interim Procurement Director (IPD) for review, and comments shall be expected within three (3) business days after the receipt of the draft TER. Within two (2) calendar days of the receipt of the final comments from the IPA and the IPD, the TEP shall review, sign and submit the final TER.

All times (number of days) discussed above apply to each procurement/Panel.

In case any changes/revisions are requested subsequent to the signing of the TER, upon written request from the IPD, the Consultant shall be available to participate in the discussions or to review and revise the TER.

The TEP Members are expected to review, and sign off on the Combined Evaluation Report (CER) prepared by the IPA with input from the Interim Finance Representative (IFR), depending on the selection method.

8. INSTITUTIONAL ARRANGEMENTS

The contract will be between the Consultant and the MCA Entity. The TEP members shall be under the guidance of the IPA, and the IPD shall provide necessary clarifications. All inquiries and clarifications about the evaluation process shall be directed to the IPA. Where necessary, technical experts shall be availed by the MCA Entity to support the TEP with regard to issues related to relevant financial and other technical matters.

9. LOCATION OF THE ASSIGNMENT

Under normal circumstances, in the absence of COVID-19, the location of the assignment will be the MCA Entity offices in Lilongwe, Malawi. Given the prevailing COVID-19 pandemic, the TEP may be required to work from their home countries and the evaluations conducted remotely.

10. PAYMENT

Consultants shall submit invoice electronically to the MCA Entity for 70% of the Consultant's remuneration, plus full reimbursement of Consultant's travel expenses (airfare, accommodation, perdiem etc), for international Consultants, after the Technical Evaluation Report (TER) has been approved by MCC. Consultants shall submit invoice for remaining 30% of remuneration upon approval of the CER.

MCC normally takes 5 working days to approve each evaluation report for a procurement (the TER and CER). The invoice shall be based on the actual number of days worked by each TEP member on the evaluation. Economy class return air fare (in a case of a foreigner working from the MCA Entity offices in Malawi) and per diem (if applicable, shall be based on the MCA Entity Interim Fiscal Accountability Plan (IFAP and MCC Cost Principles) and the rates to be used for per diem can be found here https://aoprals.state.gov/web920/per_diem.asp. Receipts shall be submitted for all eligible reimbursable expenses incurred and these will have been approved by the MCA Entity prior to the action. Per diem will only be reimbursed if a Consultant travels from their normal place of residence to Lilongwe. Valid invoices shall be paid within 30 days from date of submission.

11. QUALIFICATIONS AND EXPERIENCE

TEP members shall be technically qualified to evaluate the proposals and must be fluent in English. The competence and integrity of the TEP members is crucial for ensuring a fair and objective evaluation of proposals. The TEP members must have the following minimum qualifications and experience:

a) Procurement Specialist(s) (for the evaluation of Procurement Agent Proposals)

- Bachelor's Degree in one of the following fields: Procurement, Business Administration, Economics or related fields. A Professional Procurement Certification (e.g., CIPS) or equivalent will be an advantage.
- At least 10 years professional experience working in the Procurement field.
- The Consultant should have been engaged in similar assignments (Technical evaluation of proposals) in the past.
- Demonstrated experience in preparing and/or evaluation of proposals of similar magnitude for large projects funded by the government or multilateral agencies such as the World Bank, African Development Bank, etc. Experience with MCC evaluations is an added advantage.
- Fluency in written and spoken English.

b) Finance Specialist(s) (for the evaluation of Fiscal Agent Proposals)

- Bachelor's Degree in Accounting, Finance, Business, Economics, Public Administration or related field. A professional Financial Management Certification (CPA, ACCA, ACA, ICAN, etc.) will be an advantage.
- At least 10 years professional experience in the field of Accounting and Finance.
- The Consultant should have been engaged in similar assignments (Technical evaluation of proposals) in the past.
- Demonstrated experience in evaluation of proposals of similar magnitude for large projects funded by the government or multilateral agencies such as the World Bank, African Development Bank, etc. Experience with MCC evaluations is an added advantage.
- Fluency in written and spoken English.

Section 5. Evaluation Criteria

The MCA Entity reserves the right to award to and contract more than one individual for each Panel (Procurement Agent TEP and Fiscal Agent TEP). Applicants are welcome to submit Applications for one or both Panels, but no Applicant can be awarded a contract for both procurements/Panels as it is expected that the evaluation process may be partly or fully concurrent.

Each Individual Consultant (for each TEP for which they have applied) is required to obtain a minimum of 80 points in order to qualify. Consultants with the highest score equal to or above the 80 points threshold will be recommended for award subject to satisfactory references being obtained, successful negotiations, positive price reasonableness analysis and agreement on the rate and contents of the Financial Offer.

The evaluation process for Procurement Specialist will be done separately from the evaluation process for Finance Specialist.

The selection of the Individual Consultant will be based on the following criteria:

Procurement Specialist

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	Fluency in written and spoken English

ITEM	CRITERIA	POINTS
1	Education and Qualifications	15
i	Bachelor's Degree in one of the following fields: Procurement, Business Administration, Economics or related fields. A Professional Procurement Certification (CIPS) or equivalent will be an advantage.	15
2	Specific Experience of the Individual Consultant	85
ii	At least 10 years professional experience working in the Procurement field.	20
iii	The Consultant should have been engaged in similar assignments (Technical evaluation of proposals) in the past.	25
iv	Demonstrated experience in preparing and/or evaluation of proposals of similar magnitude for large projects funded by the government or multilateral agencies such as the World Bank, African Development	40

Total Score	100
Bank, etc. Experience with Mee evaluations is an added advantage.	
Bank, etc. Experience with MCC evaluations is an added advantage.	

Finance Specialist

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	Fluency in written and spoken English

ITEM	CRITERIA	POINTS
1	Education and Qualifications	15
i	Bachelor's Degree in Accounting, Finance, Business, Economics, Public Administration or related field. A professional Financial Management Certification will be an advantage (CPA, ACCA, ACA, ICAN etc).	15
2	Specific Experience of the Individual Consultant	85
ii	At least 10 years professional experience in the field of Accounting and Finance.	20
iii	The Consultant should have been engaged in similar assignments (Technical evaluation of proposals) in the past.	25
iv	Demonstrated experience in evaluation of proposals of similar magnitude for large projects funded by the government or multilateral agencies such as the World Bank, African Development Bank, etc. Experience with MCC evaluations is an added advantage.	40
	Total Score	100

Technical Evaluation Framework

- 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

Section 6. Contract Documents

[Insert MCA-Entity Logo]

CONTRACT FOR CONSULTANT'S SERVICES Contract No. _____

between

MILLENNIUM CHALLENGE ACCOUNT - Entity

and

[Name of the Consultant]

for

[Title of Assignment]

Dated: [Date]

Form of Contract

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.

WHEREAS, the MCA Entity has accepted the Consultant's proposal for the performance of the Services (the "Services") described in the Description of Services in Appendix A, and the Consultant is capable and willing to perform said Services.

THE MCA ENTITY AND THE CONSULTANT (the "Parties") AGREE AS FOLLOWS:

- 1. This Contract, its meaning, interpretation and the relation between the Parties shall be governed by the applicable law of [*Country*].
- 2. The Contract is signed and executed in English language, and all communications, notices and modifications related to this Contract shall be made in writing and in the same language.
- 3. The total Contract price is [insert amount and the currency] and is [indicate: inclusive or exclusive] of local taxes. The contract price includes all costs associated with the assignment, including remuneration of the Consultant (foreign and local, in the field and at the Consultants' home office), travel expenses, accommodation, per diem and other expenses. Appendix E provides further details.
- 4. The expected date for the commencement of the Services is [insert date, month and year] at [insert location]. The time period shall be [insert time period, e.g.: twelve months and end date, insert date, month and year].

- 5. The MCA-Entity designates the [*Insert Name and Title reporting Point of Contact*] as the MCA-Entity's reporting point of contact.
- 6. Any dispute, controversy or claim that cannot be amicably settled between the parties and arising out of, or relating to this Contract or the breach, termination or invalidity thereof, shall be finally settled by [dispute resolution in accordance with the applicable law]. The arbitration shall be held in [Place] and the language of the arbitration shall be English.
- 7. The following documents form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations ("MCC's AFC Policy"), Attachment 2 "Annex to General Provisions").
 - (b) Appendices:

Appendix A: Description of Services and Reporting Requirements

Appendix B: CV of the Expert

Appendix C: Bank Details of Consultant

Appendix D: Negotiated Schedule

Appendix E: Cost Details

SIGNED:

For and on behalf of [Name of MCA Entity]
[Authorized Representative of the MCA Entity – name, title and signature]
For and on behalf of [Name of Consultant]
[Consultant – name and signature]

Conditions of Contract

1. Corrupt and Fraudulent Practices

1.1 The Millennium Challenge Corporation ("MCC") requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1.

2. Commissions and Fees Disclosure

2.1

The MCA Entity requires that the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by MCC.

3. Force Majeure

Definition

3.1 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, (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. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

No Breach of Contract

3.2 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

- 3.3 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 3.4 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.
- 3.5 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the MCA Entity, shall either:
 - (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the MCA Entity, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably 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.

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 17.

4. Suspension

4.1 The MCA Entity may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder 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 (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding seven (7) calendar days after receipt by the Consultant of such notice of suspension or if MCC has suspended disbursements under the Compact.

5. Termination

5.1 This Contract may be terminated by either Party as per provisions set out below.

By the MCA Entity

5.2

- The MCA Entity may terminate this Contract with at least fourteen (14) calendar days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract after being notified by the MCA Entity in writing by specifying the nature of the failure and requesting to remedy it within at least ten (10) calendar days after the receipt of the MCA Entity's notice;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the MCA Entity, has engaged in integrity violations as defined in Attachment 1 or if in the judgment of the MCA Entity, continuing the Contract will be detrimental to the interests or reputation of the MCA Entity, or the project;
- (d) If the MCA Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (e) If the Compact has been terminated or MCC has suspended disbursements under the Compact. If this Contract is suspended pursuant to this GCC Sub-Clause 5.2 (e) 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

- 5.3 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 5.3:
 - (a) 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 17 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 Entity to the Consultant within such thirty (30) days.
- (b) 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.
- (c) If the MCA Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (d) 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.
- (e) If this Contract is suspended in accordance 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 Clause 5.2(e) 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.

6. Obligations of the Consultant

Standard of Performance

- 6.1 The Consultant shall carry out the Services with due diligence and efficiency and shall exercise such reasonable skill and care in the performance of the Services as is consistent with sound professional practices.
- 6.2 The Consultant shall act at all times so as to protect the

interests of the MCA Entity and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practices.

Compliance

6.3 The Consultant shall perform the Services in accordance with the Contract and the applicable law of [insert MCA Country⁴].

Conflict of Interests

- 6.4. The Consultant shall hold the MCA Entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 6.5 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 6.6 The Consultant shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 6.7 The Consultant has an obligation shall 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 reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

7. Confidentiality

7.1 Except with the prior written consent of the MCA Entity, the Consultant shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant, make public the recommendations formulated in the course of, or as a result of, the Services.

8. Insurance to be taken out by the Consultant

8.1 The Consultant may take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided

⁴ MCA Country means the Country of [insert Country]

- by the MCA Entity. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
- 8.2 The MCA Entity undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, for purpose of the Services, nor for any dependent of any such person.
- 8.3 The MCA Entity reserves the right to require original evidence that the Consultant has taken out the necessary insurance.
- 9. Accounting, Inspection and Auditing
- 9.1 The Consultant shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 9.2 The Consultant shall permit MCC and/or persons appointed by MCC to inspect the site and/or all accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by MCC if requested by MCC.
- 10. Reporting Obligations
- 10.1 The Consultant shall submit to the MCA Entity the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in said Appendix.
- 11. Proprietary Rights of the MCA Entity in Reports and Records
- 11.1 All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the MCA Entity in the course of the Services shall be confidential and become and remain the absolute property of the MCA Entity unless otherwise agreed by the MCA Entity in writing. 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. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the MCA Entity.
 - (a) The Consultant shall indemnify the MCA Entity from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits,

proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the MCA Entity during or in connection with the Services by reason of i) infringement or alleged infringement by the Consultant of any patent or other protected right, or ii) plagiarism or alleged plagiarism by the Consultant.

- (b) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant from the MCA Entity funds or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party."
- 12. Description of Job Description of Consultant
- 12.1 The title, agreed job description, and minimum qualification to carry out the Services of the Consultant are described in **Appendix A.**
- 13. MCA Entity's
 Payment
 Obligation
- 13.1 In consideration of the Services performed by the Consultant under this Contract, the MCA Entity shall make such payments to the Consultant for the Services specified in **Appendix E.**
- 14. Mode of Billing and Payment
- 14.1 The payments under this Contract shall be made in accordance with the payments provisions as described in the **Appendix E.**
- 14.2 Payments do not constitute acceptance of the whole Services nor relieve the Consultant of its obligations.
- 15. Interest on Delayed Payments
- 15.1 If the MCA Entity has delayed payments beyond thirty (30) days after the payment date determined, 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
- 16. Taxes and Duties
- (a) [This GCC Clause 16(a) may need to be modified to address unique tax arrangements in some countries.] 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, may be subject to certain Taxes as defined in the Compact on amounts payable by the MCA Entity under this Contract in accordance with Applicable Law (now or hereinafter in effect). The Consultant 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, the contract price shall not be adjusted to account for such Taxes.

- (b) The Consultant shall follow the usual customs procedures of the MCA Country in importing property into the MCA Country.
- (c) If the Consultant does not withdraw, but dispose of any property in the MCA Country upon which customs duties or other Taxes have been exempted, the Consultant, (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.
- (d) Without prejudice to the rights of the Consultant under this clause, the Consultant, 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 16.
- (e) 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.
- (f) The MCA Entity shall use reasonable efforts to ensure that the Government provides the Consultant, the exemptions from taxation applicable to the Consultant, 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.

17. Amicable Settlement of

17.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

Disputes

18. Dispute Resolution

- 18.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to and determined by a sole arbitrator to be appointed by agreement between the Parties or in default of agreement by the Parties, in accordance with Clause 6 of the Preamble of this Contract. The arbitral award shall be final and binding. Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract.
- MCC has the right to be an observer to any arbitration 18.2 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.

Attachment 1: MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations ("MCC's AFC Policy")

MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations ("MCC's AFC Policy") may be found at the following link:

https://www.mcc.gov/resources/doc/policy-fraud-and-corruption

[These provisions must be downloaded and attached to the Contract]

Attachment 2: MCC's Policy – Annex to General Provisions

The MCC's general provisions can be found at the following link:

https://www.mcc.gov/resources/doc/annex-of-general-provisions

[These provisions must be downloaded and attached to the Contract]

APPENDICES

$\textbf{APPENDIX} \ \textbf{A} - \textbf{DESCRIPTION} \ \textbf{OF} \ \textbf{SERVICES} \ \textbf{AND} \ \textbf{REPORTING} \ \textbf{REQUIREMENTS}$

APPENDIX B - CONSULTANT CV

APPENDIX C – CONSULTANT BANK DETAILS

APPENDIX D - NEGOTIATED STAFFING SCHEDULE (IF NECESSARY)

Consultant Input (in the form of a bar chart)								
Months	1	2	3	4	5	6	Etc.	Total
[Home]								
[Field]								

APPENDIX E - COST DETAILS

Description	Unit Cost	U/M	Total	Remarks
Remuneration				
Fees				

Other Costs				
Description	Rate	Qty	Total	Remarks
Return Flight [insert				
airports]				
Return Flight [insert				
airports]				
Lodging [[insert city]				
M&IE [insert city]				
(first day of travel)				
M&IE [insert city]				
M&IE [insert city]				
(last day of travel)				
Visa Costs, courier				
services and related				
expenses				
		Total	0.00	

Grand Total: US\$ 0.00

For all reimbursables, the Consultant will submit the originals of boarding passes, invoices and receipts of any expenses incurred based on the maximum approved costs.

The Consultant will only be paid for time worked.