

**REQUEST FOR PROPOSALS**

**RFP/UC-PMC/Niger/QCBS/07**

**UNITE DE COORDINATION DES PROGRAMMES DU MILLENIUM CHALLENGE**

**On Behalf of:**

**The Government of Niger**

**Funded by**

**THE UNITED STATES OF AMERICA**

**through**

**THE MILLENNIUM CHALLENGE CORPORATION**

**for**

**Procurement of Consultant Services**

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**SELECTION OF A CRA GRANTS MANAGER**

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**Date: June 7th 2017**

**Letter of Invitation Requesting Proposals**

**Niamey, Niger**

**June 7th, 2017**

**Re: SELECTION OF A CRA GRANTS MANAGER**

**RFP/UC-PMC/NIGER/QCBS/07**

Dear Madam/Sir:

The United States of America, acting through the Millennium Challenge Corporation (“MCC”) and the Government of Niger (the “Government” or “**[Go\_]**”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Niger (the “Compact”) in the amount of approximately four hundred thirty-seven million twenty-four thousand U.S. Dollars (US $437,024,000) (“MCC Funding”). The Government, acting through the Unit*é* de Coordination des Programmes du Millennium Challenge (“***UC-PMC***”)(the “MCA Entity”), intends to apply a portion of the MCC Funding to eligible payments under a contract for which this Request for Proposals (“RFP”) 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 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 the proceeds of MCC Funding. The Compact and its related documents can be found on the MCC website ([www.mcc.gov](http://www.mcc.gov)) and on the website of the MCA Entity.

The Compact program includes the following projects:

1. **Irrigation and Market Access Project:** This project aims to increase rural incomes through improvements in agricultural productivity and sales resulting from modernized irrigated agriculture and flood management systems with sufficient trade and market access. The project will focus its interventions in the Dosso and Tahoua regions of Niger. The project will support activities designed to: (i) rehabilitate approximately 6,060 acres (2,452 hectares) of the Konni irrigation system and develop new irrigated perimeters in the Dosso-Gaya area; (ii) establish and implement a framework for land allocation, establish and empower single-purpose, self-governing, self-financing nonprofit irrigation water user associations, and strengthen the capacity of beneficiaries through new or existing savings groups and existing producer and women’s and youth groups; (iii) support improvements to physical market access through targeted road network improvements serving the Dosso-Gaya perimeters and linking irrigation beneficiaries to important consumer markets and regional trade hubs; and (iv) promote several major policy reforms directly linked to the success and sustainability of the Compact through support (v) to develop and build the capacity of the Ministry of Hydraulics and Sanitation and other relevant government entities to implement a new master plan to manage national water resources, (vi) to develop and implement natural resource and community land use management plans for the protected areas and nearby communities affected by the Irrigation Project in the Dosso Region, (vii) to reform the Ministry of Agriculture and Livestock’s fertilizer distribution system to allow greater competition and private sector participation to improve availability and affordability of fertilizers, especially to small farmers, and (viii) to develop the statistical capacities of the National Institute of Statistics and development of the Government of Niger’s monitoring and evaluation capacities.
2. **Climate-Resilient Communities Project:** This project aims to increase incomes for small-scale agriculture-dependent and livestock-dependent families in eligible municipalities in rural Niger by improving crop and livestock productivity, sustaining natural resources critical to long-term productivity, and increasing market sales of targeted commodities. The project will be implemented in partnership with the World Bank through existing project coordination units (“***UCPs***”) located in the Ministry of Agriculture and Livestock. MCC funding will not be combined with World Bank funds, though the UCPs will oversee both MCC and World Bank-funded activities. The project will support activities designed to: (i) improve livestock value and sales by conducting a livestock health and vaccination campaign; identifying and undertaking critical upgrades in major transhumance livestock corridors, including water points and pasture improvements; and modernizing local market infrastructure and organization; and (ii) support the development and implementation of municipality-level investment plans to increase the use of agricultural practices that minimize climate risks, improve the utilization rate of fertilizer and improved/drought-tolerant seeds, increase access to small-scale irrigation, promote land reclamation, protect watersheds from erosion, and establish market platforms to competitively position farmer groups in the marketplace.

A complete description of the Compact projects can be found at: <https://assets.mcc.gov/documents/niger-compact-signed.pdf> or [www.ucpmc.ne](http://www.ucpmc.ne) .

This RFP follows the General Procurement Notice that appeared in dgMarket on December 16th, UNDB Online, the MCA Entity’s website [www.ucpmc.ne](http://www.ucpmc.ne), and local newspapers “Le Sahel” on December 29th.

The MCA Entity now invites proposals from legally constituted consulting firms to provide the consultant services referenced above (“Proposals”). More details on these consultant services are provided in the Terms of Reference (Section V).

This RFP is open to all eligible entities (“Consultants”) who wish to respond. Subject to restrictions noted in the RFP, consultants may associate with other consultants to enhance their capacity to successfully carry out the assignment.

The consultant services, and the contract expected to be awarded, are divided into the following Phases:

* Phase 1: Inception Period (base): Facility Setup, Market Intelligence, Outreach, and Marketing
* Phase 2: Option 1: Round 1 Grant Cycle Selection, Award, and Implementation
* Phase 3: Option 2: Round 2 Grant Cycle Selection, Award and Implementation

A Consultant will be selected under the QCBS method, the evaluation procedure for which is described in sections of the RFP in accordance with “MCC Program Procurement Guidelines” which are provided on the MCC website ([www.mcc.gov/ppg](http://www.mcc.gov/ppg)). The selection process, as described, will include a review and verification of qualifications and past performance, including a reference check, prior to the contract award.

The RFP includes the following Sections:

**PART 1 – PROPOSAL AND SELECTION PROCEDURES**

**Section I Instructions to Consultants**

This section provides information to help potential Consultants prepare their Proposals; it also provides information on the submission, opening, and evaluation of Proposals and on the award of the proposed contract.

**Section II Proposal Data Sheet**

This section includes provisions that are specific to this procurement and that supplement Section I, Instructions to Consultants.

**Section III Qualification and Evaluation Criteria**

This section specifies the qualifications required of the Consultant and the criteria to be used to evaluate the Proposal.

**Section IV A Technical Proposal Forms**

This section provides the Technical Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant’s total Proposal.

**Section IV B Financial Proposal Forms**

This section provides the Financial Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant’s total Proposal.

**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 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section VI Contract Agreement and General Conditions of Contract**

This section contains the form of Contract proposed to be entered into between the MCA Entity and Consultant.

**Section VII Special Conditions of Contract and Annexes to Contract**

This section contains the form of those clauses of the Contract that supplement the GCC and that are to be completed by MCA Entities for each procurement of Consulting Services. This section also includes an Annex to the Contract (Annex B: Additional Provisions) that contains provisions that are a part of the Government’s and the MCA Entity’s obligations under the Compact and related documents which, under the terms of the Compact and related documents, are required to be transferred onto any Consultant, Sub-Consultant or Associate who partakes in any MCC-funded procurement.

Please note that a Pre-Proposal Conference **will** be held as described in the Proposal Data Sheet (“PDS”), Section II of this RFP.

Consultants interested in submitting a Proposal should register their interest by sending an e-mail, giving full contact details of the Consultant, to the following. This will ensure that the Consultants receive updates regarding this RFP.

**Mme Salmou Gourouza  
National Coordinator**

**Unité de Coordination des Programmes du Millennium Challenge**

**Avenue du Monio Issa Beri / Commune II, BP:738**

**Niamey-Niger**

**Téléphone: (227) 20 35 08 15/16, Fax: (227) 20 35 08 18 -**

**Email: s.gourouza@ucpmc.ne and must be copied to ad.seck@ucpmc.ne**

Proposals must be delivered to the address and in the manner specified in the PDS ITC 17.5, no later than **July 24th, 2017 at 11H00 am** Niamey/Niger time.

Consultants should be aware that distance and customs formalities may require longer than expected delivery time. Late Proposals will not be accepted under any circumstances and will be returned unopened at the written request and cost of the Consultant.

Please note that electronic Proposals shall not be accepted.

Yours Sincerely,

**Madame Salmou Gourouza   
Coordinatrice de l’UC-PMC**

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**PART 1: PROPOSAL AND SELECTION PROCEDURES**

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| 1. Instructions 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 (Conditions of Contract and Contract Forms) 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” means an association of entities that forms the Consultant. 4. “Compact” means the Millennium Challenge Compact **identified in the PDS**. 5. “confirmation” means confirmation in writing. 6. “Consultant” means any legal entity that may provide or provides the Services to the MCA Entity under the Contract. 7. “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. 8. “days” refers to calendar days. 9. “FBS” means Fixed Budget Selection method as defined in the MCC PPG. 10. "Financial Proposal" has the meaning given the term in ITC Sub-Clause 12.5. 11. “Fiscal Agent” means any entity that provides services to the MCA Entity under the terms of the Fiscal Agent Agreement. 12. “GCC” means the General Conditions of Contract. 13. “Government” means the Government **identified in the PDS**. 14. “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. 15. "Key Professional Personnel" means the Key Professional Personnel identified pursuant to ITC Sub-Clause 12.3(d). 16. “LCS” means Least Cost Selection method as defined in the MCC PPG. 17. “Millennium Challenge Corporation” or “MCC” means a United States Government corporation, acting on behalf of the United States Government. 18. “MCA Entity” means the accountable entity **identified in the PDS**. 19. “MCC Funding” means the funding MCC has made available to the Government pursuant to the terms of the Compact. 20. “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). 21. “PDS” means the Proposal Data Sheet, in Section II of this RFP, used to reflect specific requirements and/or assignment conditions. 22. “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. 23. "Pre-Proposal Conference" means the pre-proposal conference specified in PDS ITC 1.4, if any. 24. “Program Implementation Agreement” means the Program Implementation Agreement to be entered into, or that has been entered. 25. “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a Consultant in response to this RFP. 26. “QBS” means Quality-Based Selection method as defined in the MCC PPG. 27. “QCBS” means Quality and Cost-Based Selection method as defined in the MCC PPG. 28. “RFP” means this Request for Proposals, including any amendments that may be made, prepared by the MCA Entity for the selection of the Consultant. 29. “SCC” means the Special Conditions of Contract. 30. “Services” means the tasks to be performed by the Consultant pursuant to the Contract. 31. “Sub-Consultant” means any person or legal entity with whom the Consultant subcontracts any part of the Services. 32. “Taxes” has the meaning given the term in the Compact. 33. “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. 34. "Technical Proposal" has the meaning given the term in ITC Sub-Clause 12.3. 35. “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. 36. “Trafficking in Persons” or “TIP” has the meaning given to the term in the MCC Program Procurement Guidelines. 37. “UC-PMC” means the “Unité de Coordination des Programmes du Millennium Challenge” *chargée du Compact-Niger*, a Niger Program Implementation Unit, acting on behalf of the Government of Niger. UC-PMC may execute the Contract on behalf of the Government if MCA-Niger is not established at the time of Contract award. For the avoidance of doubt, any reference in this RFP to “MCA-Niger will be deemed a reference to the UC-PMC, until such time as MCA-Niger is established and designated to implement the Government’s responsibilities under the Compact. | |
| 1. Scope of RFP | * 1. The MCA Entity will select a Consultant in accordance with the selection method **specified in the** **PDS**. | |
|  | * 1. Throughout this RFP except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and the feminine means the masculine and vice versa. | |
|  | * 1. 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. | |
|  | * 1. 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. | |
|  | * 1. 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**. | |
|  | * 1. 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 | * 1. 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. Corrupt and Fraudulent Practices | * 1. 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. MCC’s AFC Policy requires that companies and entities receiving MCC funds acknowledge notice of MCC’s AFC Policy and certify that they have acceptable commitments and procedures in place to address the potential for fraudulent and corrupt practices. In pursuance of this policy, the following conditions shall apply:  1. For the purposes of these provisions, the terms set forth below are defined as follows, and sometimes referred to collectively in this document as “Fraud and Corruption”:    1. ***“coercive practice”*** 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;    2. ***“collusive practice”*** means a tacit or explicit agreement between two or more parties to perform a coercive, corrupt, fraudulent, obstructive or prohibited practice, including any such agreement designed to fix, stabilize, or maintain prices or to otherwise deprive the MCA Entity of the benefits of free and open competition;    3. ***“corrupt practice”*** 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;    4. ***“fraudulent practice”*** 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;    5. ***“obstructive practice”*** means any act taken in connection with the implementation of any contract supported, in whole or in part, with MCC Funding: 2. 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 a coercive, collusive, corrupt, fraudulent or prohibited practice; 3. 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; and/or 4. intended to impede the conduct of an inspection and/or the exercise of audit rights of MCC and/or an authorized Inspector General of MCC provided under the Compact and related agreements; and    1. “***prohibited practice***” means any action that violates Section E (Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions) of Annex B (Additional Provisions) of the Contract. 5. 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 coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for the Contract. 6. 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 an 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 coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for, or in executing, such a contract. 7. 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. 8. 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 coercive, collusive, corrupt, fraudulent, obstructive 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. Trafficking in Persons | * 1. MCC has a zero tolerance policy with regard to Trafficking in Persons. Trafficking in Persons (“TIP”) is the crime of using force, fraud, and/or coercion to exploit another person. Trafficking in Persons 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 ensuring appropriate steps are taken to prevent, mitigate, and monitor TIP risks in the projects it funds.   2. The Description of Services (Annex A of the Contract) sets out certain prohibitions, Consultant requirements, remedies and other provisions that will be made a binding part of any Contract that may be entered into.   3. Additional information on MCC’s requirements aimed at combating trafficking in persons can be found in MCC’s Counter-Trafficking in Persons 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 Counter-Trafficking in Persons requirements as described in the Counter-Trafficking in Persons Policy. 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 corresponding contractor). | |
| 1. Qualification and Eligibility of Consultants | * 1. The qualification and eligibility criteria set out in this section will apply to the Consultant, including all parties constituting the Consultant, for any part of the Contract, including related services. | |
| Qualification of Consultants | * 1. Consultants must satisfy the legal, financial and litigation criteria requirements stated in Paragraphs 3.1 to 3.3 of Section III of this RFP. | |
| Eligibility of Consultants | * 1. Consultants must also satisfy the eligibility criteria set forth in this RFP and as contained in the MCC Program Procurement Guidelines governing MCC-funded procurements under the Compact. | |
| Qualification and Eligibility of Joint Ventures or Associations | * 1. 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 is awarded the Contract, during Contract performance. | |
| Conflict of Interest | * 1. 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 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 Procurement Agent or Fiscal Agent under the Compact.    1. 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 measureable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.    2. [Intentionally Deleted.] | |
|  | * 1. 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 | * + 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 Sub-Clause 5.9(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. | |
|  | * + 1. In the case where a Consultant seeks to engage the services of any person falling under ITC Sub-Clauses 5.9(a) – 5.9(d), who may have left the MCA Entity 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. | |
| Ineligibility and Debarment | * 1. 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 coercive, collusive, corrupt, fraudulent, obstructive 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’s Program ProcurementGuidelines (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.   2. 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 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 | * 1. 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 | * 1. 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 | * 1. A Consultant 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 the Financial Proposal Form FIN-1 of Section IV B. | |
| 1. Origin of Goods and Consulting Services | * 1. 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 Sub-Clause 5.10. | |
| 1. **Contents of RFP** | | |
| 1. Sections of RFP | * 1. 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 Proposal and Selection Procedures**   * Section I. Instructions to Consultants * Section II. Proposal Data Sheet * Section III. Qualification and Evaluation Criteria * Section IV. A. Technical Proposal Forms * Section IV. B. Financial Proposal Forms * Section V. Terms of Reference   **Part 2 Conditions of Contract and Contract Forms**   * Section VI. Contract Agreement and General Conditions of Contract * Section VII. Special Conditions of Contract and Annexes to Contract   1. The Request for Proposals letter issued by the MCA Entity is not part of the RFP.   2. The MCA Entity is not responsible for the completeness of this RFP and its Addenda if they were not obtained directly from the source stated by the MCA Entity in the Request for Proposals Letter.   3. 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 | * 1. A prospective Consultant requiring any clarification of this RFP shall contact the MCA Entity in writing, or by email or fax at the MCA Entity’s address **indicated in the PDS**. The MCA Entity will respond to any request for clarification, provided that such a request is received no later than the number of days **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 **indicated in the PDS**. 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. | |
|  | * 1. The Consultant’s designated representative is invited to attend a Pre-Proposal Conference, if provided for in PDS ITC 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.   2. Minutes of the Pre-Proposal Conference, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the conference, will be posted on the MCA Entity’s website as indicated in PDS ITC 8.1, 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 | * 1. At any time prior to the deadline for submission of Proposals, the MCA Entity may amend this RFP by issuing Addenda. | |
|  | * 1. All Addenda issued shall be part of this RFP, posted on the MCA Entity’s website, and shall be communicated 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. | |
|  | * 1. 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 | * 1. 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 | * 1. If Proposals are to be submitted in both English and/or any other language, **as stated in the PDS**, the English version shall govern. | |
| 1. Preparation of Proposal | * 1. 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. | |
|  | * 1. 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 the Consultant. 4. For FBS-based assignments, the available budget is provided in PDS ITC 12.2(c), 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 Proposal Format and Content | * 1. 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). 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-5A 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). | |
|  | * 1. 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. | |
| Financial Proposals | * 1. 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 | * 1. GCC 18 sets forth the Tax provisions of the Contract. Consultants should review this clause carefully in preparing their Proposal. | |
| 1. Only One Proposal | * 1. 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 | * 1. Consultants must submit their Financial Proposals in the currency or currencies **specified in the PDS**. | |
| 1. Period of Proposal Validity | * 1. 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.   2. 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. Sealing and Marking of Proposals | * 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). | |
|  | * 1. If **required in the PDS**, the authorized representative of the Consultant signing the **“original”** of 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 the **“original”** on behalf of the Consultant, and its Associates. The signed Technical Proposals and the signed Financial Proposals shall be clearly marked **“original”**. | |
|  | * 1. 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. | |
|  | * 1. 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”**.   2. 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 1.3.   3. 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.   4. 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 17.5. 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. | |
| 1. Deadline for Submission of Proposals | * 1. Proposals must be received by the MCA Entity before the submission deadline **specified in the PDS**.   2. The MCA Entity may, at its discretion, extend the deadline for the submission of Proposals by amending this RFP in accordance with ITC 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.   3. 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 | * 1. The MCA Entity shall not consider any Proposal that arrives after the deadline for submission of Proposals in accordance with ITC 18. Any Proposals received by the MCA Entity after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Consultant at the request and cost of the Consultant. | |
| 1. ProposalOpening | * 1. The MCA Entity shall open the outer envelopes/cartons in a public meeting at the address, date and time **specified in the PDS** as soon as possible after the deadline for submission and sort the Proposals into Technical Proposals or Financial Proposals as appropriate. The MCA Entity shall ensure that the Financial Proposals remain sealed and securely stored until such time as the public opening of Financial Proposals takes place. | |
| 1. **Evaluation of Proposals** | | |
| 1. Confidentiality | * 1. 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 publication of the award of Contract. 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.   2. 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 | |
|  | * 1. 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 | * 1. 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.   2. 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 | * 1. 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 the PDS**.   2. 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 | * 1. 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. The information required should be completed using the Form TECH-2A.   2. 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.   3. The MCA Entity, at its discretion, may ask for clarifications or additional information regarding the information provided in Form TECH-2A.   4. 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) | * 1. 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 Sub-Clause 26.1. | |
| Financial Proposals (only for QCBS, FBS, LCS) | * 1. Following completion of the evaluation of Technical Proposals, and after receiving a “no objection” from MCC (if applicable), the MCA Entity shall inform the Consultants who have submitted Proposals of the technical points (total score only) assigned to each Consultant. The MCA Entity shall simultaneously notify the Consultants that have secured at least the minimum qualifying mark of the date, time, and place set for opening the Financial Proposals and notify them that their attendance at the opening of the Financial Proposals is not mandatory. 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 **provided in the PDS**. 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, or submits a formal Bid Challenge.   2. The notification shall also advise those Consultants whose Technical Proposals did not meet the minimum qualifying mark, or which were considered non-responsive, that their Financial Proposals will be returned unopened after the MCA Entity has completed the selection process at the cost and request of the Consultant. | |
|  | * 1. 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 24.6. 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 record shall be posted on the MCA Entity’s website. | |
|  | * 1. The TEP 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**. | |
|  | * 1. 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 the PDS**. S = St x T% + Sf x F%. The Consultant achieving the highest combined technical and financial score will be invited for negotiations. | |
|  | * 1. 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 24.9 shall be considered, and the selected firm invited for negotiations.   2. 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. A negative determination in the post-qualification could lead to the rejection of the Proposal and the MCA Entity may, at its discretion, move to invite the next-ranked Consultant for negotiation. | |
| 1. Past Performance and Reference Check | | * 1. 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-5B: References of MCC-Funded Contracts. 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. However, before rejecting the Proposal, the MCA Entity shall give the Consultant one opportunity to respond to the negative determination. |
| 1. **Award of Contract** | | |
| 1. Negotiations | | * 1. Negotiations will be held 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 | | * 1. 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.   2. 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 | | * 1. 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 | | * 1. 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.   2. 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 | | * 1. 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. |
| 1. Notice of Award of Contract | | * 1. Upon conclusion of successful negotiations, the MCA Entity shall also notify, in writing, all other Consultants who submitted Proposals of the award decision. The MCA Entity shall promptly respond in writing to any unsuccessful Consultant who, after receiving notification of the procurement results, makes a written request for a debriefing as provided in the MCC Program Procurement Guidelines, or submits a formal Bid Challenge.   2. 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. Bid Challenges | | * 1. 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. Return of Unopened Financial Proposals | | * 1. After Contract signature, the MCA Entity shall return the unopened Financial Proposals to the unsuccessful Consultants at the cost and request of the Consultant. |
| 1. Commencement Date | | * 1. The Consultant is expected to commence the assignment on the date and at the location **specified in the PDS**. |
| 1. Inconsistencies with MCC Program Procurement Guidelines | | * 1. The Procurement that is the subject of this RFP is being conducted in accordance with and is subject in all respects to the MCC PPG. In the event of any conflict between any section or provision of this RFP (including any Addenda that may be issued to this RFP) and the MCC PPG, the terms and requirements of the MCC PPG shall prevail, unless MCC has granted a waiver of the guidelines. |
| 1. Applicable Compact Conditions | | * 1. 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. |

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| 1. Proposal Data Sheet | |
| 1. **General** | |
| ITC Definitions | “Compact” means the Millennium Challenge Compact between the United States of America, acting through the Millennium Challenge Corporation, and the Government of Niger, entered into on **July 29th,** as may be amended from time to time.  “609(g) Grant” means the grant provided by MCC to the Government to develop and facilitate implementation of a Compact.  “609(g) Agreement” means the agreement between MCC and the Government dated as of February 4, 2015, as amended in July 2, 2015 and February 29, 2016, pursuant to which MCC provides the 609(g) Grant to the Government  “Government” means the Government of Republic of Niger.  “MCA Entity” means The Millennium Challenge Account of Niger, the accountable entity designated by the Government to implement the Compact.  “UC-PMC” means Unité de Coordination des Programmes du Millennium Challenge |
| ITC 1.1 | The method of selection is the **QCBS** method. |
| ITC 1.3 | The Name of the assignment is: CRA Grants Manager Services |
| ITC 1.4 | A Pre-Proposal Conference will be held in the conference room of UC-PMC “Unité de Coordination des Programmes du Millennium Challenge,  Avenue du Monio Issa Beri / Commune II, BP:738 Niamey-Niger,  Telephone: (+227) 20 35 08 15/16, Fax: (+227) 20 35 08 18 »  The **Pre-Proposal Meeting** time is **June 19th at 11:00 am** local time in Niamey, Niger equivalent to **10:00 am** universal time (TU).  Attendance is strongly advised for all prospective Consultants or their representatives but is not mandatory. |
| ITC 1.5 | The MCA Entity will provide the following inputs and facilities:   * For assistance in RFP preparation: General Directives/ Project Outline Climate Resilient Agriculture Grants Facility at <http://ucpmc.ne/wp-content/uploads/2017/06/DG-Niger-Facility-v-Dec-20.pdf> * After contract is awarded: What is announced in the ToR (See ToR : 5.3 Support Provided by MCA-Niger and CRA UCP and 5.4 Documents to be Provided by MCA-Niger) * For Training of Consultant staff:MCA-Niger will provide the resources/curriculum and trainers for training Consultant staff in MCC procedures; the Grants Manager should simply account for training in the LOE (about ~10-15 hours of training per staff member). |
| 1. **Contents of the RFP** | |
| ITC 8.1 | Clarifications may be requested by e-mail not later than **15** days before the deadline for submission of the Proposals, so that responses can be issued to all Consultants not later than **10** days prior to the deadline for submission of Proposals.  The address for requesting clarifications is:  Unité de Coordination des Programmes du Millennium Challenge  Avenue du Monio Issa Beri / Commune II, BP:738 Niamey-Niger,  Telephone: (+227) 20 35 08 15/16, Fax: (+227) 20 35 08 18 -  Email: [ad.seck@ucpmc.ne](mailto:ad.seck@ucpmc.ne) and must be copied to s.gourouza@ucpmc.ne |
| 1. **Preparation of Proposals** | |
| ITC 10.1 | **NONE** |
| ITC 11.1 | Full Technical and Financial Proposals shall be submitted in English. **In addition, the following sections of the Technical Proposal must be submitted in French:**  **         Form TECH-3:  Organization of the Consultant**  **         Form TECH-4:  Experience of the Consultant**  **         Form TECH-6: Description of Approach, Methodology and Work Plan for Performing the Assignment**   * **Form TECH-11: CVs for Proposed Key Professional Personnel**    In the event of a discrepancy between any sections submitted in French and those submitted in English, the English language version will prevail. |
| ITC 12.2(b) | Consultant **may** associate with other Consultants. |
| ITC 12.2(c) | The estimated **total number of person-months** for Key Professional Personnel required for the assignment by labor category is: 312.2 person-months  **For Inception Period : 35 person-months (for the key-staff)**  **Core Team and Technical Specialist Key-Staff: 20 person-months**   * 1 Team Leader/Program Manager : 7 person-months * 1 Small-Scale Agriculture Expert/Deputy Team Lead : 3 person-months * 1 Grants Administration Specialist : 2 person-months * 1 M&E and Economics Specialist : 2 person-months * 1 Environmental and Social Performance, and Land Tenure Specialist : 1 person-months * 1 Gender and Social Inclusion (GSI) Specialist : 1 person-months * 1 Communications and Outreach Specialist : 4 person-month   **Business Development Services Team Key Staff: 15 person-months**   * Small Enterprise 1: 5 person-months * Small Enterprise 2 : 5 person-months * Small Enterprise 3 : 5 person-months   **For Option Period 1: 211.5 person-months (for the Key-staff)**  **Core Team and Technical Specialist Key Staff: 133.5**  **person-months**   * 1 Team Leader/Program Manager : 30 person-months * 1 Small-Scale Agriculture Expert/Deputy Team Lead : 32 person-months * 1 Grants Administration Specialist : 28.5 person-months * 1 M&E and Economics Specialist : 12 person-months * 1 Environmental and Social Performance, and Land Tenure Specialist : 15.5 person-months (LOE may be split btw two experts – one ESP and one Land during option 1 & 2 - if needed) * 1 Gender and Social Inclusion (GSI) Specialist : 10.5 person-months * 1 Communications and Outreach Specialist : 5 persons-months   **Business Development Services Team Key Staff: 78 person-months**   * Lead Small Enterprise Specialist 1: 26 person-months * Lead Small Enterprise Specialist 2 : 26 person-months * Lead Small Enterprise Specialist 3 : 26 person-months   The following additional BDS team members are not considered key staff, but are recommended as support staff whose CVs may be requested during evaluation of the technical proposal: Up to 1 additional Lead Small Enterprise Specialist, and up to 3 additional Deputy Small Enterprise Specialists, and 1 Human Development & Training Specialist who also serves as a Deputy Small Enterprise Specialist (combined role). The maximum expected level of effort for these 5 additional staff is about **106 person-months.** The Consultantmay propose fewer than the maximum recommended number of support staff if they can make a strong case that they can still meet the technical requirements in the ToR with fewer person-months.  **For Option Period II: 59.5 person-months**  \*Note that Option Period II partially overlaps with the execution period of Optional Period I. The below provides the LOE for the portion of Option Period II that does and doesn’t overlap with Option Period I.  **Core Team and Technical Specialist Key Staff: 43.5 person-months**   * 1 Team Leader/Program Manager : 7 person-months * 1 Small-Scale Agriculture Expert/Deputy Team Lead : 13 person-months * 1 Grants Administration Specialist : 10 person-months * 1 M&E and Economics Specialist : 4 person-months * 1 Environmental and Social Performance, and Land Tenure Specialist : 3.5 person-month * 1 Gender and Social Inclusion (GSI) Specialist : 3 person-month * 1 Communications/Outreach Specialist : 3 person-months   **Business Development Services Team Key Staff: ~16.5 person-months**   * Small Enterprise 1: 5.5 person-months * Small Enterprise 2 : 5.5 person-months * Small Enterprise 3 : 5.5 person-months |
| ITC 12.3(g) | Training **is** a specific component of this assignment.  The Consultant should work with MCA-Niger to develop a training plan for each of the following Technical Specialist staff regarding MCC technical standards and procedures in their respective specialties: (1) Grants Administration Specialist (MCC financial management and procurement standards and grants management requirements); (2) M&E and Economics Specialist (MCC M&E and Economic Analysis requirements); (3) Environmental and Social Performance, and Land Tenure Specialist (MCC Environmental and Social Performance standards); (4) Gender and Social Inclusion Specialist (MCC Gender and Social Inclusion standards and guidance).  The Consultant should also work with MCA-Niger to develop a training plan for the following Core Team staff covering general MCC grant facility standards and background on the CRA Activity and objectives of the CRA Facility: (1)Team Lead/Program Manager; (2) Small-Scale Agriculture Expert/Deputy Team Lead.  Finally, the Consultant should work with MCA-Niger and World Bank Project Implementation Unit staff to develop a training plan for the Business Development Services Team members on the criteria for the grants facility, the Grant Facility Operations Manual procedures and requirements, and the “Climate-Resilient Agriculture” technologies and practices that the Activity wishes to promote.  MCA-Niger will provide the resources/curriculum and trainers for all the above training; the Grants Manager should simply account for training in the LOE (about ~10-15 hours of training per staff member). |
| ITC 12.5 | Per diem and in-country travel will be **will be included in the total price in form FIN-2** |
| ITC 15.1 | The currency of the Proposal shall be as follows: United States dollars (US $) or Francs CFA (FCFA is the currency of Republic of NIGER) but not the combination of the two currencies**.**  The currency of the payment shall be as follows: either in United States dollars or in Francs CFA (FCFA) but not in the combination of the two currencies**.** |
| ITC 16.1 | Proposals must remain valid for **120** days after the deadline for the submission of Proposals specified in PDS ITC 18.1. |
| 1. **Submission and Opening of Proposals** | |
| ITC 17.2 | Written Power of Attorney **is** required. |
| ITC 17.3 | A Consultant must submit **one (1)** original and **five (5)** copies of both the Technical Proposal and the Financial Proposal, in the language specified in PDS ITC 11.1. **Submission of proposals by e-mail is not permitted**. However, an electronic version of the full Technical Proposal shall be submitted on a CD. |
| ITC 17.5 | The address for the submission of Proposals is:  **Madame Salmou Gourouza  Coordinatrice de l’Unité de Coordination des Programmes du Millenium Challenge**  Unité de Coordination des Programmes du Millennium Challenge  Avenue du Monio Issa Beri / Commune II, BP:738 Niamey-Niger,  Telephone: (+227) 20 35 08 15/16, Fax: (+227) 20 35 08 18 -  Email: s.gourouza@ucpmc.ne |
| ITC 17.7 | Ensure the outer label (or carton) of the Proposal includes this statement:  “Do NOT Open Before **July 24th, 2017 at 11:00 am** Niamey/Niger time. Open ONLY In Presence of the Official Appointed.” |
| ITC 18.1 | Proposals must be submitted no later than **11:00 am local time in Niamey, Niger equivalent to 10:00 am UT (Universal Time) on July 24th, 2017**. |
| ITC 20.1 | The Proposal opening shall take place at UC-PMC Office at the same address as for the submission of Proposals at **11:15 am local time in Niamey, Niger on July 24th, 2017**. |
| 1. **Evaluation of Proposals** | |
| ITC 23.1 | The minimum technical score (St) required to pass is **80** out of 100 possible points.  For detailed scoring criteria, see Section III. |
| ITC 24.6 | The Financial Proposal opening shall take place at UC-PMC Office at the same address as for the submission of Proposals. The date and time will be communicated to the qualified Consultants. |
| ITC 24.9 | The single currency for price conversions is the United States dollars (US $) for the purposes of evaluation.  The source of official selling rates for evaluation purposes is: The Central Bank of the West African States ( **la Banque Centrale des Etats de l’Afrique de l’Ouest)**  The date of the exchange rate for evaluation purposes is the date **28** days prior to the deadline for submission of the Proposal. |
| ITC 24.10 | The weight given to the Technical Proposal, T = **80%**  The weight given to the Financial Proposal, F = **20%** |
| 1. **Award of Contract** | |
| ITC 26.1 | The expected date for Contract negotiations is **30** days after the opening of the Financial Proposals and will be held at UC-PMC Office **in Niamey, Niger**. |
| ITC 28.1 | The MCA Entity’s Bid Challenge System is provided on the MCA Entity’s website **www.ucpmc.ne**. |
| ITC 30.1 | The date for commencement of the Services is **21** days after the effective date of the Contract and the location is **Niger** |

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| 1. 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  
   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 **80 points out of 100**. 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.

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| Criteria, sub-criteria, and point system for the evaluation of Technical Proposals. | | |
| ITC 23.1 | **Criteria, sub-criteria** | **Points** |
|  | 1. **Organizational Capability and Experience of the Consultant** | **20** |
|  | 1.1. Organization capability: Evidence of organization capability and at least seven (7) years of relevant experience in execution of programs of similar nature in grants management in the areas of agriculture, livestock, and/or rural enterprise with land, environmental, social and gender issues. |  |
|  | 1.2. Successful experience as a prime consultant in the execution of at least two (2) projects of similar nature and complexity in implementing grants facilities during the last five (7) years. |  |
|  | 1.3. At least two (2) proven experiences in development of operational manuals, communication and stakeholders engagement plans for grants management and strategy to provide Technical Assistance to Applicants. |  |
|  | 1.4. At least two (2) proven experiences in developing an Environmental and Social Management System and a Gender and Social Inclusion Plan |  |
|  |  |  |
|  | Total Points for This Criterion | 20 |
|  | 1. **Approach, Methodology and Work Plan** | 30 |
|  | 2.1 Proposed approach, methodology and work plan demonstrate a clear understanding of the technical contract requirements and appreciation for the work required in all the various aspects of the Terms of Reference   * Proposed approach :    10 pts * Work plan :           5 pts | 15 |
|  | 2.2 Proposed project organization and staffing provides a clear, logical and appropriate staffing pattern with responsibilities among different staff positions adequately defined, including what member of staff will do what aspects of the work, and when they will be working in Niger.   * Proposed organization: 5 pts * Staffing plan:        3 pts | 08 |
|  | 2.3 Proposed approach and methodology of risks management which includes a listing of risks and solutions for mitigating risks, such as addressing time constraints and gaining approval for deliverables.   * Proposed approach and methodology   of risks management :  4 pts   * Proposed solution for mitigation of risk: 3 pts | 07 |
|  | Total Points for This Criterion | 30 |
|  | 1. **Key Professional Personnel Qualifications for the Assignment** | 50 |
|  | **For the Inception Period and Option periods 1 and 2** |  |
|  | 3.1 Team Leader/ Program Manager | 9 |
|  | 3.2 Small-Scale Agriculture Expert/Deputy Team Lead | 7 |
|  | 3.3 Grants Administration Specialist | 5 |
|  | 3.4 M&E and Economics Specialist | 5 |
|  | 3.5 Environmental and Social Performance Specialist | 3 |
|  | 3.6 Land Tenure Specialist (*if additional specialist for Land Tenure is proposed. If single specialist for ESP and Land Tenure is proposed, total weight for specialist will be 3+2 =5 points)* | 2 |
|  | 3.6 Gender and Social Inclusion (GSI) Specialist | 5 |
|  | 3.7 Communications and Outreach Specialist | 5 |
|  | 3.9 Small Enterprise 1 | 3 |
|  | 3.10 Small Enterprise 2 | 3 |
|  | 3.11 Small Enterprise 3 | 3 |
|  | Total Points for This Criterion | 50 |
|  | Each Key-Personel will be evaluated as follows:   * 30% for their level of education * 60% for relevant experience for the mission * 10% for experience in the Sahel countries. |  |
|  | **Total Points for All Criteria** | 100 |
|  | The minimum technical score St required to pass is | 80 |
|  | 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 24.10 | 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 = **80%** and F = **20%** |  |

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| 1. A. Technical Proposal Forms |

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

TECH-1 Technical Proposal Submission Form

TECH-2A Financial Capacity of the Consultant

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

TECH-3 Organization of the Consultant

TECH-4 Experience of the Consultant

TECH-5A References of the Consultant

TECH-5B References of MCC-Funded Contracts

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

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

TECH-8 Team Composition and Task Assignments

TECH-9 Staffing Schedule

TECH-10 Work and Deliverables Schedule

TECH-11 Curriculum Vitae (CV) of Proposed Key Professional Personnel

Form TECH-1. Technical Proposal Submission Form

**[Location, Date]**

To: **Madame Salmou Gourouza   
Coordinatrice de l’Unité de Coordination**

**des Programmes du Millenium Challenge**

**Avenue du Monio Issa Beri / Commune II**

**BP 738 Niamey, Niger**

**Téléphone: +(227) 20 35 08 15/16. Fax: +(227) 20 35 08 18**

Ladies and Gentlemen:

**Re: Selection of a CRA Grants Manager**

**RFP Ref: RFP/UC-PMC/QCBS*/07***

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated **June 7th 2017** and our Proposal.

We hereby certify that we are not engaged in, facilitating, or allowing any of the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines 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 Part 15 of the MCC Program Procurement Guidelines 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[[1]](#footnote-2). We have taken steps to ensure that no person acting for us or on our behalf has engaged in any corrupt or fraudulent practices 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 offeror 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; and
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.

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]**.[[2]](#footnote-3)

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 28.1, 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).

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

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 Consultant’s financial capacity to mobilize and sustain the Services is imperative. The Consultant is required to provide information on its financial status. This requirement can be met by submission of one of the following: audited financial statements for the last three (3) years (2014, 2015, and 2016), supported by audit letters, OR certified financial statements for the last three (3) years, supported by tax returns.**

**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 their financial statements. 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

**[Provide information on current or past proceedings, litigation, arbitration, action claims, investigations or disputes over the last five (5) years as shown in the form below.]**

The Consultant, or a 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:\_\_\_\_\_\_ (See below)

|  |  |  |
| --- | --- | --- |
| **Litigation, Arbitration, Actions, Claims, Investigations, Disputes During Last Five (5) Years** | | |
| Year | Matter in Dispute | Value of Award Against Consultant in US$ Equivalent |
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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. 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.

**Maximum 10 pages]**

|  |  |
| --- | --- |
| Assignment name: | Approx. value of the contract (in current US$): |
| Country: Location within country: | Duration of assignment (months): |
| Name of client: | Total No. of staff-months of the assignment: |
| Address: | Approx. value of the services provided by your firm under the contract (in current US$): |
| 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: | |
| Description of actual services provided by your staff within the assignment: | |

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

Form TECH-5A. References of the Consultant

[Provide contact information for at least three (3) references that can provide substantial input about:

1. The type of work performed
2. Confirm the quality of the work experience listed in Form TECH-4.

The MCA Entity reserves the right, at its sole discretion, to contact other sources as well as to check references and past performance, including, without limitation, any source listed in TECH-4. For each reference, list a contact individual, their title, address including email, facsimile, phone and e-mail address**.**]

**[Maximum 3 pages]**

Form TECH-5B. References of MCC-Funded Contracts

Each Consultant or member of a JV/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 JV/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.

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| **Contracts with MCC** | | | |
| **Contract Name and Number** | **Role in Contract** | **Total Contract Amount** | **Employer Name, email and Address** |
|  |  |  |  |
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|  |  |  |  |
| **Contracts with an MCA-Entity** | | | |
| **Contract Name and Number** | **Role in Contract** | **Total Contract Amount** | **Employer Name, email and Address** |
|  |  |  |  |
|  |  |  |  |
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Form TECH-6. Description of Approach, Methodology and Work Plan for Performing the Assignment

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,
2. Work Plan, and
3. Organization and Staffing
4. 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. 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.
5. 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.
6. Organization and Staffing. In this chapter, you should propose the structure and composition of your 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 30 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 |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

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 |
| **Inception Period – 7 months** | |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 | **Mobilization and Preparatory Work** |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 | **Development of Communications and Grantee Engagement Plan for Phase 1 BDS Services** |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 | **Train Grants Manager Technical Staff in MCC standards, processes, and tools** |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 | **Finalization of the Facility Operations Manual and Templates** |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 | **Development and Finalization of the Environmental and Social Management System (ESMS) and Land Tenure strategy** |  |  |  |  |  |  |  |  |  |  |  |  |
| 6 | **Mobilization of BDS Resources and development of strategy to provide Business Development Services to Applicants for Phase 2 & 3** |  |  |  |  |  |  |  |  |  |  |  |  |
| 7 | **Support Development of Economic Analysis Plan & Alignment with Facility Design** |  |  |  |  |  |  |  |  |  |  |  |  |
| 8 | **Support Finalization of an M&E and Data Collection Plan** |  |  |  |  |  |  |  |  |  |  |  |  |
| 9 | **Support Finalization of a Facility Gender and Social Inclusion Plan** |  |  |  |  |  |  |  |  |  |  |  |  |
| 10 | **Technical & Administrative Support to the Technical Evaluation Panel (TEP) and preparation of materials for the CRA Regional Approval and Financing Committee (CRAF)** |  |  |  |  |  |  |  |  |  |  |  |  |
| 11 | **General Management, Oversight, Monitoring & Reporting** |  |  |  |  |  |  |  |  |  |  |  |  |
| 12 | **Implementation of Phase 1 BDS Support Strategy & CSE Plan (Outreach, Market Intelligence, and Demand Building)** |  |  |  |  |  |  |  |  |  |  |  |  |
| **Option 1 Period - 32 months (approx. dates January 2018 – September 2020)** | |  |  |  |  |  |  |  |  |  |  |  |  |
| 13 | **Launch Request for Initial Applications (RFIA)** |  |  |  |  |  |  |  |  |  |  |  |  |
| 14 | **Initial Screening/Shortlisting of Applications, Proposal Development Assistance, Site Visits/Technical Evaluations, and Preparation of Proposal Packages for TEP** |  |  |  |  |  |  |  |  |  |  |  |  |
| 15 | **Convene and Administer TEP** |  |  |  |  |  |  |  |  |  |  |  |  |
| 16 | **Facilitate CRA Regional Financing Committee (CRAF) Review of Round 1 Portfolio & MCA-Niger Non-Objection.** |  |  |  |  |  |  |  |  |  |  |  |  |
| 17 | **Complete Grant Award Process (Round 1)** |  |  |  |  |  |  |  |  |  |  |  |  |
| 18 | **BDS Services Phase 3 Implementation (Round 1 Portfolio)** |  |  |  |  |  |  |  |  |  |  |  |  |
| 19 | **Oversight & Monitoring of Grants (Round 1)** |  |  |  |  |  |  |  |  |  |  |  |  |
| 20 | **General Management and Reporting to MCA-Niger** |  |  |  |  |  |  |  |  |  |  |  |  |
| 21 | **Implementation of Monitoring & Evaluation** |  |  |  |  |  |  |  |  |  |  |  |  |
| 22 | **Round 1 Portfolio Closure** |  |  |  |  |  |  |  |  |  |  |  |  |
| **Option 2 Period – 30 months, incl. 13 net of Option 1 (approx.. dates October 2018 – March 2021)** | |  |  |  |  |  |  |  |  |  |  |  |  |
| 23 | **Second Grant Cycle RFIA (including Phase 2 & 3 BDS for Round 2 Grants)** *Deliverables are the same as for Option 1* |  |  |  |  |  |  |  |  |  |  |  |  |
| 24 | **Entire Facility Closure** |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Deliverable |  |  |  |  |  |  |  |  |  |  |  |  |
| Inception Period (base) | |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N | And so on |  |  |  |  |  |  |  |  |  |  |  |  |
| Option 1: Round 1 Grant Cycle Selection, Award, and Implementation | |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N | And so on |  |  |  |  |  |  |  |  |  |  |  |  |
| Option 2: Round 2 Grant Cycle Selection, Award and Implementation | |  |  |  |  |  |  |  |  |  |  |  |  |
| 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.]

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. Proposed Position | [only one candidate shall be nominated for each position] | | | | | | | |
| 1. Name of Firm | [Insert name of firm proposing the staff] | | | | | | | |
| 1. Name of Personnel | [Insert full name] | | | | | | | |
| 1. Date of Birth | [Insert birth date] | | | |
| 1. Nationality | [Insert nationality] | | | |  | |  | |
| 1. Education | [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment] | | | | | | | |
| 1. Membership in Professional Associations |  | | | | | | | |
| 1. Other Training | [Indicate appropriate postgraduate and other training] | | | | | | | |
| 1. Countries of Work Experience | [List countries where staff has worked in the last ten years] | | | | | | | |
| 1. Languages | [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing] | | | | | | | |
|  | Language | Speaking | | | | Reading | | Writing |
|  |  |  | | | |  | |  |
| 1. 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: | | | | | | | |
| 1. Detailed Tasks Assigned | [List all tasks to be performed under this assignment] | | | | | | | |
| 1. 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 listed under point 11.] | | | | | | | |
|  | Name of assignment or project: | | |  | | | | |
|  | Year: | | |  | | | | |
|  | Location: | | |  | | | | |
|  | Client: | | |  | | | | |
|  | Main project features: | | |  | | | | |
|  | Position held: | | |  | | | | |
|  | Activities performed: | | |  | | | | |

1. 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.]

1. 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 | |  | | | |
| Day / month/ year |  | |  |  |

|  |
| --- |
| 1. 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.**

FIN-1 Financial Proposal Submission Form

FIN-2 Price Summary

FIN-3 Breakdown of Price by Activity

FIN-4 Breakdown of Price by Remuneration

### 

Form FIN-1. Financial Proposal Submission Form

**[Location, Date]**

To:

**Madame Salmou Gourouza   
Coordinatrice de l’Unité de Coordination**

**des Programmes du Millenium Challenge**

**Avenue du Monio Issa Beri / Commune II**

**BP 738 Niamey, Niger**

**Téléphone: +(227) 20 35 08 15/16. Fax: +(227) 20 35 08 18**

Ladies and Gentlemen:

**Re: Selection of a CRA Grants Manager**  
**RFP Ref: RFP/UC-PMC/QCBS*/*07**

We, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with your Request for Proposal (RFP) dated **June 7th 2017** and our Technical Proposal.

Our attached Financial Proposal is for the fixed price of **[Insert amount(s)[[3]](#footnote-4) 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:[[4]](#footnote-5)

|  |  |  |
| --- | --- | --- |
| 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.

Yours sincerely,

|  |  |
| --- | --- |
| Authorized Signatory |  |
| Name and title of Signatory |  |
| Name of Consultant |  |

Form FIN-2. Price Summary

**Re: Selection of a CRA Grants Manager**  
**RFP Ref: RFP/UC-PMC/QCBS*/*07**

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

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: Selection of a CRA Grants Manager  
RFP Ref: RFP/UC-PMC/QCBS*/*07**

[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 |  |  |

**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: Selection of a CRA Grants Manager**  
**RFP Ref: RFP/UC-PMC/QCBS*/*07**

[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.

|  |
| --- |
| 1. Terms of Reference |

**NIGER COMPACT**

**CLIMATE & RESILIENT AGRICULTURE (CRA) PROJECT – CRA GRANTS FACILITY**

1. **INTRODUCTION**
   1. **Introduction**

The Millennium Challenge Corporation (“MCC”) is a United States government-owned corporation created under Title VI of the Foreign Operations, Export Financing, and Related Programs Appropriations Act, 2004 and is responsible for the stewardship of the Millennium Challenge Account. MCC works with developing countries to promote sustainable economic growth to reduce poverty. Eligible countries develop specific investment programs to be funded by MCC through a grant agreement or compact over a five-year period and implemented by the country partner.

MCC’s Board of Directors selected Niger as eligible to develop a Millennium Challenge Compact in December 2012. In 2015, Niger completed a $16.9 million MCC threshold program focusing on strengthening girls’ education, reducing public corruption, streamlining business creation procedures and improving rights and access to land. A 2013 Constraints Analysis (CA) identified the binding constraints to economic growth and investment in Niger as: (i) access to water for agricultural and livestock productive uses; (ii) access to markets and barriers to cross-border trade; and (iii) an inefficient business regulatory system.

On July 29, 2016, acting on behalf of the United States Government (“USG”), MCC signed a Compact with the Government of Niger (the “Government” or “GoN”) focused on the agricultural sector. The Compact, comprised of a US $437 million grant from the USG, aims to strengthen the agriculture sector by improving access to water, infrastructure and markets, with the potential to benefit more than 3.9 million people.

The Niger Compact will be implemented for a five-year period and is anticipated to enter into force[[5]](#footnote-6) in September 2017. A Millennium Challenge Account entity, Millennium Challenge Account-Niger (“MCA-Niger” or “MCA”), will implement the Compact program. MCA-Niger will be established as a legal entity in Niger and governed by a public-private Board of Directors accountable to the President of the Republic of Niger.

The Compact is available online at www.mcc.gov. More information about Niger program development is available at [www.ucpmc.ne](http://www.ucpmc.ne) .

The Compact consists of two Projects, the Irrigation and Market Access Project and the Climate Resilient Communities (CRC) project. These Terms of Reference (TOR) outline requirements for outsourced grants program management services for a grant facility within the Climate Resilient Agriculture (CRA) sub-project of the CRC project.

The Consultant performing the said grants program management services (hereinafter referred to as the “Grants Manager” or “GM”) will serve as the primary Contractor for managing implementation of the entire lifecycle of the CRA Grants Facility. The goal of the assignment is to ensure successful outreach, selection, award, and implementation of the grants, and successful administration of business development services (BDS) to applicants and grantees.

Successful execution of the entire lifecycle includes 24 tasks elaborated subsequently in this ToR, divided into 3 contract periods as follows:

Inception Period (base): Facility Setup, Market Intelligence, Outreach, and Marketing

Option 1: Round 1 Grant Cycle Selection, Award, and Implementation

Option 2: Round 2 Grant Cycle Selection, Award and Implementation

Award of each of the two possible contract options will be determined independently based on contractor performance and grant facility demand, and other criteria described in detail within this ToR.

**Niger Compact & Projects**

Niger’s agricultural sector employs more than 80 percent of the population; however frequent droughts and floods exacerbated by climate change and a lack of access to critical inputs, information, and markets has led to stagnation of agricultural productivity and persistence of poverty. The program objective of the [Niger Compact](https://assets.mcc.gov/documents/niger-compact-signed.pdf) is to increase rural incomes by improving the sustainable productive use of natural resources for agricultural production and improving trade and market access for agricultural products.

Potential bidders should refer to Annex I of the [Niger Compact](https://assets.mcc.gov/documents/niger-compact-signed.pdf) for a detailed description of the Compact Projects. The Compact program consists of two projects:

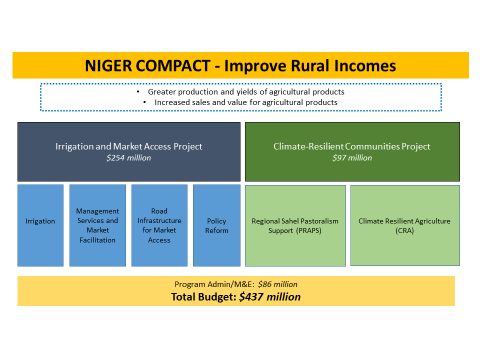
1. **Irrigation and the Market Access Project** – This project will improve irrigation in the Dosso and Tahoua regions of Niger, including the rehabilitation and development of three large-scale irrigation systems, in order to increase crop yields, sustainable fishing and livestock productivity. The project will upgrade road networks to significantly improve access to markets and services, provide technical support for farmers, with a focus on women and youth, to improve performance of their businesses, and establish market platforms to competitively position farmer groups in the marketplace.

In addition, the project will reform policies and institutions, including the establishment of a national fertilizer reform strategy, national water resource management plan, and natural resource and land use management plans.

1. **Climate-Resilient Communities Project** – This project aims to increase incomes for small-scale agriculture-dependent and livestock-dependent families in eligible municipalities in rural Niger by improving crop and livestock productivity, sustaining natural resources critical to long-term productivity, supporting growth of agricultural enterprises and increasing market sales of targeted commodities. The CRC Project consists of two activities, the Regional Pastoralist Support Project (PRAPs) Activity, which focuses on livestock development, and the Climate-Resilient Agriculture (CRA) Activity, which focuses on agricultural development. The project will be implemented in partnership with the World Bank through respective PRAPs and CRA project implementation units (“UCPs”) located in the Ministry of Agriculture and Livestock. Regions of intervention for this project are Tillaberi, Dosso, Tahoua and Maradi.

The following diagram illustrates the projects and structure of the Niger Compact.

**Figure 1 – Niger Compact Structure**



The focus of this ToR is on the Climate-Resilient Agriculture (CRA) Activity, specifically the CRA Grant Facility sub-activity described below.

The MCC CRA Activity funds two sub-activities, as follows:

1. Financing *Commune*-level Integrated Climate Resilient Investment Plans (ICRIPs). ICRIPs will integrate communal investments in a range of areas (e.g. small-scale infrastructure and natural resources management) to achieve one or more of the following: 1) improved soil fertility and water management for rain fed crops; (2) improved water control and increases in small and medium scale irrigation schemes; (3) support for livestock integration; (4) value chain consolidation and improved market access; and (5) improved agroforestry and natural resource management. ($52.4 million)
2. Development of a CRA Grant Facility to support investment needs for commercial agricultural activities, integrated with provision of business development services, to cooperatives/producer groups, women’s and youth groups, and micro, small, and medium-sized enterprises in MCC CRA Eligible Communes[[6]](#footnote-7) and in select communes where MCC’s Irrigated Perimeter Development and Market Access Activity will be implemented[[7]](#footnote-8). ($12.5 million)

The MCC-funded PRAPs and CRA Activities will be implemented through two respective Project Implementation Units ( UCPs) within the Government of Niger Ministry of Livestock and Agriculture which will also implement World Bank-funded versions of the two projects. The two World Bank-funded programs are PRAPS, and *Projet d’Appui à l’Agriculture Sensible aux risques Climatiques* (PASEC)[[8]](#footnote-9). While MCC and the World Bank will both use the same implementing UCPs and similar project designs, their funds will not be intermingled and they will not fund investments in the same area. The two donors will fund investments in parallel locations using common operations manuals, but with certain select processes such as procurement procedures and environmental and social performance standards specific to each donor, as outlined in supplemental guidance to the PRAPs and CRA Operations Manuals.

* 1. **CRA Grants Facility**

The CRA Grants Facility supports funding for business plans along with provision of business development services for beneficiaries in MCC’s 16 CRA Eligible Communes, and beneficiaries living in Gaya and Tanda communes in the area of MCC’s Irrigation and Market Access project, totaling **18 communes in 4 regions** (see Annex I for map)[[9]](#footnote-10). The Facility targets producer/processor groups, women’s and youth groups, and micro-, small- and medium-sized enterprises, and will focus on five categories of activities for funding: (1) irrigation and irrigated production (including post-harvest and storage); (2) rain-fed production (including post-harvest and storage); (3) livestock integration; (4) agro-processing and sale; and (5) input supply. The business development services provided to applicants and grantees will support (i) initial outreach and demand targeting; (ii) business plan and grant proposal development; and (iii) business advisory support for grantees during grant implementation.

The objective of the CRA Grants Facility, which includes both the grants program and accompanying business development services, is to increase investment in productive assets and adoption of environmentally sustainable agricultural practices/technologies to support the sustainable growth of agricultural enterprises and increase income to smallholder agricultural populations, focusing on inclusion of vulnerable populations[[10]](#footnote-11).

The Facility (a) addresses a market failure for SME-level agricultural investment financing options; (b) addresses a need for productive assets, investment capital, and business development services among producers and MSMEs, especially women and youth, in Niger; and (c) encourages MSMEs to incorporate climate resilient and innovative practices into their farms. By enabling small producers and processors to access capital for business plan investments along the entire agricultural value chain from inputs, to production, to transformation and sale, the Facility will enable the sustainable and profitable commercialization of agriculture. The emphasis on inclusion of vulnerable groups including women and youth will enable the realization of inclusive economic benefits and poverty reduction from compact investments. The Facility will also address the overall CRA objectives of increasing productivity, improving resilience to climate shocks, and mitigating climate-related livelihood threats.

The anticipated results include provision of investment capital and productive assets to successful applicants leading to increased profitability of these producers/enterprises. In addition, the Facility will encourage adoption of techniques and practices by agricultural enterprises that improve productivity, climate resilience/diversification, and climate risk mitigation.

Grants would primarily fund or provide productive assets and capital investments proposed in applicants’ CRA business plans. Business Development Services, which the Grants Manager will provide or sub-contract, will support the grants lifecycle including initial outreach to build a pipeline of applications, support for initial application development and full proposal/business plan development, and targeted capacity building/technical assistance and backstopping to grantees during implementation. Grants will take the form of either in-kind assets and/or construction services procured on the grantees behalf, or a mix of direct and in-kind awards, following the guidelines to be outlined in the Facility Operations Manual. Experience from MCC programs and other World Bank programs in Niger demonstrates that durable investments generate higher levels of sustainable return and are easier to monitor than cash, therefore the Facility will aim to award grants in-kind rather than in cash whenever practical, though some cash awards may be necessary.

Grants will be awarded to applicants in the following three windows[[11]](#footnote-12):

1. **Window 1:** Cooperatives and Producer/Processor Groups
2. **Window 2:** Women’s Groups and Youth Groups
3. **Window 3:** Micro, Small, and Medium-sized Enterprises

It is expected that the Facility will select a range of approximately –50-100 grantees to receive financial support. Those grantees will be selected through no more than two grant cycle rounds. Each grant may range from 6 million CFA to 250 million CFA[[12]](#footnote-13) (about $10,000 to $400,000 dollar equivalent), and will require a percentage contribution, either in-cash or in-kind, from the grantee.

An anticipated feature of the Facility is one or more pipeline partnerships established with Nigerien microfinance institutions (MFIs) who will consider eligible applicants to the CRA Grants Facility for complementary credit which may finance the proposed project alongside the MCC grant. This credit would count towards the grantee contribution requirement mentioned above. While MCA-Niger will be responsible for establishing the partnerships and signing any memorandums of agreement with participating institutions, the GM will help facilitate coordination with MFIs during the grant evaluation, selection, and implementation process, as specified in the tasks of this ToR.

More detail on the Facility include eligible grant activities can be found in the Directive General Document annexed to this ToR.

* 1. **CRA Grants Manager Role**

MCA-Niger, serving as the Client, will hire a grants manager (the “Grants Manager”, “GM”) to further develop and implement the CRA Grants Facility with oversight from MCA-Niger staff embedded in the CRA National UCP. The GM shall be experienced in the management of Facilities and shall represent and report to MCA-Niger for management of the Grants Facility. The GM is not simply an administrator for the Facility grants. Rather, it shall provide end-to-end strategic management of the program and shall work with MCA-Niger and the CRA UCP to establish procedures and frameworks to implement the facility, manage solicitation and selection of the grants portfolio, set grantees up for success through provision of business development services, and oversee implementation of awarded grants. In addition to general grants management, the CRA Facility will also provide business development services with a focus on grassroots enterprise development, which includes initial outreach, application assistance, and capacity building and training of grantees. Sustained efforts by the BDS staff reporting to the GM will be critical to ensure that grants move according to their project & disbursement schedules, and that problems are quickly addressed. Experience in implementing agricultural small-enterprise development programs in low-resource, low-capacity rural settings will be essential to success.

Among other tasks detailed in this ToR, a summary of the GM’s responsibilities includes the following:

* Work with MCA-Niger and the CRA UCP to finalize all necessary tools and materials for implementation of the Facility, including finalizing the Facility Operations Manual and Annexes, and other tools/procedures/systems as enumerated in the Scope of Services.
* Develop and implement communications, outreach, and engagement plan both for Facility marketing and to collect market intelligence to inform Facility implementation.
* Establish localized BDS capacity and develop/implement plan for delivering 3 phases of BDS to support pipeline of quality grant applications/proposals and successful implementation (see below).
* Develop detailed facility management timeline and workplan based on grants lifecycle.
* Develop the Request for Applications and manage the initial application solicitation and screening process, including assessment of need for credit from partner MFIs. Through BDS, provide support for initial application development and targeted applicant training.
* Through BDS, support development of full proposals and business plans (incl. budget) for shortlisted grant proposals. Support development of proposal assessment packages including technical due diligence/site visit reports, economic analysis, draft disbursement plans, summary of grantee procurement needs, and grantee capacity-building needs/budget.
* Manage screening and compliance of grants portfolio with all applicable MCC standards, including environmental, social, health & safety standards, gender and social inclusion guidelines, economic analysis & investment criteria guidelines, M&E guidelines, and procurement and financial management guidelines/procedures. Work with MCA-Niger sectors to develop appropriate templates and forms for these assessments, including but not limited to ESMP forms, economic analysis input templates, and M&E and reporting templates.
* Manage the proposal evaluation process, including convening/administering the Technical Evaluation Panel (TEP) and facilitating review by approving bodies.
* Manage grant agreement, signing, and award process. Management grant disbursement process, including working with MCA procurement/procurement agent to facilitate awards in-kind.
* Monitor and oversee grant implementation, including grant & financial reporting.
* Manage grant round and overall facility closure processes.

The GM will coordinate its activities with MCA technical directorates including but not limited to, MCA-Niger Monitoring and Evaluation, Environment and Social Performance, and Gender and Social Inclusion. The GM will coordinate with Government of Niger entities at the national and sub-national level, as directed by MCA-Niger and the National CRA UCP. The GM shall also coordinate activities with the four (4) regional UCP offices located in the eligible communes (see section 1.5 below). The GM will also coordinate, as necessary, with the implementers of other Compact projects and activities (including other consultants engaged by MCA-Niger). In particular, the GM may need to align timelines and scope of activities with the implementer(s) of the farmer training and support components of the Management Services activity within the Irrigation and Market Access Project (see Compact for full activity description)[[13]](#footnote-14), as participants in the farmer training may apply for grants as a milestone in their training plan. The GM shall be responsible for the administration and the successful delivery of each grant to ensure it reaches its proposed outputs and outcomes.

The administration of the Facility will be governed by documentation, including but not limited to, a CRA Facility Operations Manual (or “Facility Operations Manual”) to be finalized as part of the GM’s scope of work and approved by MCA-Niger, National CRA UCP and MCC. The Facility Operations Manual should set forth parameters of the facility including eligibility and selection criteria, grants life cycle and processes, due diligence and economic analysis requirements, governance and implementation requirement, and limitations on funding use. Funded projects will comply with the MCC Environmental and Social Guidelines (including the IFC Performance Standards), relevant fiscal and procurement safeguards, MCC’s Gender Policy and Operational Requirements for Social Inclusion and Gender Integration, and must incorporate minimum acceptable economic analysis standards.

To assist in the successful execution of grants, the GM shall provide Business Development Services (or “BDS”). Given the low baseline capacity in Niger’s agricultural sector, providing appropriate support for applicants and grant recipients is critical. BDS shall be provided across all phases of the grants lifecycle and will vary in level of effort. They shall include both technical and general business development/management support services. The services will support pre-grant due diligence and finalization of facility parameters, initial application and full proposal/business plan development, and grant implementation support. Grantees will receive training in business management skills to enable the conversion of proposals into successful businesses.

BDS services will take place in 3 phases per grant cycle, aligning with the grant stages:

Phase 1 – Pre-launch Market Intelligence, Outreach, and Marketing

Phase 2 – Support for Initial Application and Full Grant Proposal Development

Phase 3 – Support for Grant Implementation

The scope of BDS should be developed in coordination with the Management Services Activity within the Irrigation and Market Access Project, as well as in coordination with any training or sensitization administered as part of the broader CRA Activity. The GM shall provide BDS services either directly or through subcontractors. The GM is encouraged to identify and work with partners with significant local experience. Though both components of the GM, the team responsible for general grants process management & administration should be distinct from the team that provides BDS to applicants and grantees. The GM shall ensure that there is no conflict of interest between technical personnel used for application development assistance and those used within evaluation and approval panels. The GM shall develop and refine detailed Scope of Work and Budget for Phase 3 BDS based on needs identified prior for the recommended grants portfolio to final grant award, as outlined in Task 14.2 of this ToR. Proposed Phase 3 BDS packages for each grant will need to be approved by the TEP and Investment Committee at the time of grant approval, and also reviewed by the embedded CRA grants staff and MCA-Niger.

* 1. **Accountable Entity & CRA Activity Implementation Arrangements**

MCA-Niger is the Government’s Accountable Entity (“AE”) responsible to MCC for the implementation of the Compact. MCA-Niger will procure all goods and services under the Compact, and will enter into contracts and administer all such contracts with the service providers. MCA-Niger is also responsible for managing political processes, reporting quarterly and annual performance data, implementing the Monitoring and Evaluation Plan, adhering to the MCC Gender Policy and Social and Gender Integration Plan (SGIP), adhering to MCC environmental and social performance standards, and public relations.

As noted in section 1.2 above, both MCC-funded components of the CRA Activity will be implemented with the support of a CRA UCP established under the Ministry of Agriculture and Livestock of Niger. The terms of the implementation arrangement between MCA-Niger and the Ministry of Agriculture of Niger for the CRA Activity will be governed by a legal document known as the CRA Transfer Agreement. This Agreement will be made available to the winning bidder after award of the Contract. The CRA UCP will consist of a National Coordination Unit, as well as Regional Offices in each of the regions with CRA eligible communes[[14]](#footnote-15).

As part of the implementation arrangement, MCA-Niger will contract dedicated technical staff using Compact funds who will be embedded with the CRA UCP and who will monitor and oversee implementation performance of the UCP on the MCC CRA Activity. Within the MCA, there will be one Climate Resilient Agriculture Manager, responsible for management of the CRA Activity and for overseeing the MCA CRA embedded staff.

The objective of MCA-Niger embedded technical staff is to augment skills areas in the UCP where needed (such as Environmental and Social Performance (ESP), Gender and Social Inclusion (GSI), and Monitoring and Evaluation (M&E), and Land) in order to effectively:

* 1. Guide and provide oversight of agreed-to program processes as stipulated in operations manuals for each UCP;
  2. Carry out MCC-required procedures as agreed to and as presented as annexes to each UCP’s operations manuals;
  3. Participate in regular meetings and review of plans/applications for funding;
  4. Provide regular performance updates/issues to MCA.

While an MCA Economist will not be embedded directly in the CRA UCP, there will be an MCA Economist that will be responsible for performing analysis required for the CRA Grant Facility, and the GM provided Economist and M&E Specialist will work closely with him/her to support the economic analysis for the grant facility.

In addition to the cross-cutting integrated technical staff described above, MCA-Niger will embed two grants management specialists, reporting to the MCA-Niger CRA Manager, to provide oversight and programmatic support to the Facility day-to-day. These two staff members will serve as the primary point of contact for the GM. They will help facilitate the relationship between the GM and the broader CRA UCP & technical staff, MCA-Niger, other partners and will ensure that the GM gets resources and support that it needs. In addition, the two integrated grants management staff will also assist the GM in accessing other assistance outside of the UCP as required and accessing the World Bank’s experience in Niger implementing similar agricultural development projects, including PRODEX, CAP-3, and PARCRC. The GM shall involve the integrated grants management staff and other MCA integrated staff, as well as members of the CRA UCP when appropriate, to ensure the success of the Facility.

The list of anticipated MCA CRA integrated staff is as follows (tentative, subject to revision):

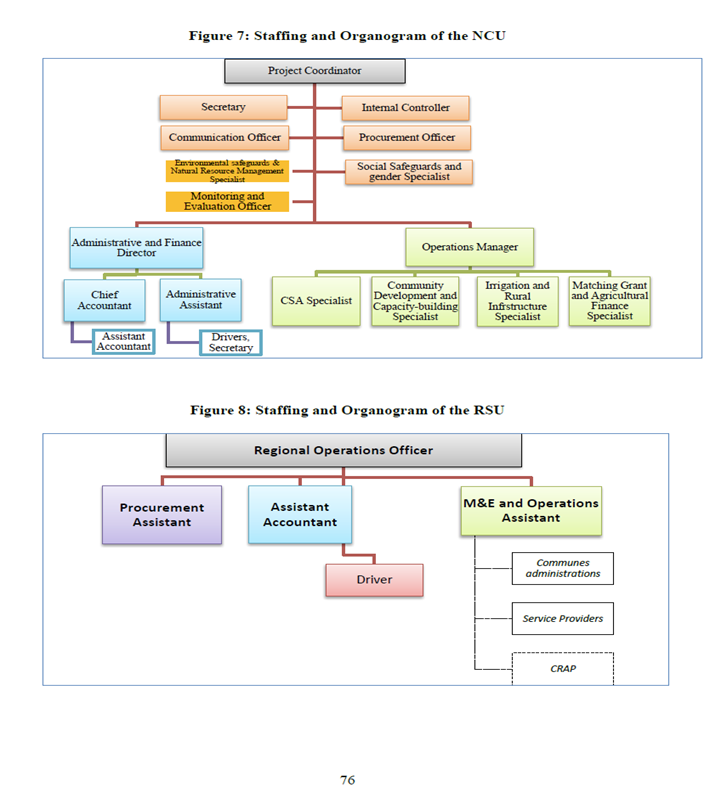
**Anticipated MCA-Niger Personnel Embedded in CRA UCP (18 total)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | UCP National Office | UCP Région Tillabéri | UCP Région Dosso | UCP Région Tahoua | UCP Région Maradi | Total |
| Deputy Coordinator |  | 1 | 1 | 1 | 1 | 4 |
| Gender and Social Inclusion Expert (GSI) |  | 0.5 | 0.5 | 0.5 | 0.5 | 2 |
| Environmental and Social Performance Expert (ESP) |  | 0.5 | 0.5 | 0.5 | 0.5 | 2 |
| Land Expert | 0.25 | 0.25 | 0.5 | 0.5 | 0.5 | 2 |
| Resettlement Expert | 0.25 | 0.25 | 0.5 | 0.5 | 0.5 | 2 |
| Rural infrastructure Expert |  | 0.5 | 0.5 | 0.5 | 0.5 | 2 |
| Grants Management Expert | 1 | 0.25 | 0.25 | 0.25 | 0.25 | 2 |
| M&E Expert |  | 0.5 | 0.5 | 0.5 | 0.5 | 2 |
| Total | 1.5 | 3.75 | 4.25 | 4.25 | 4.25 | **18** |

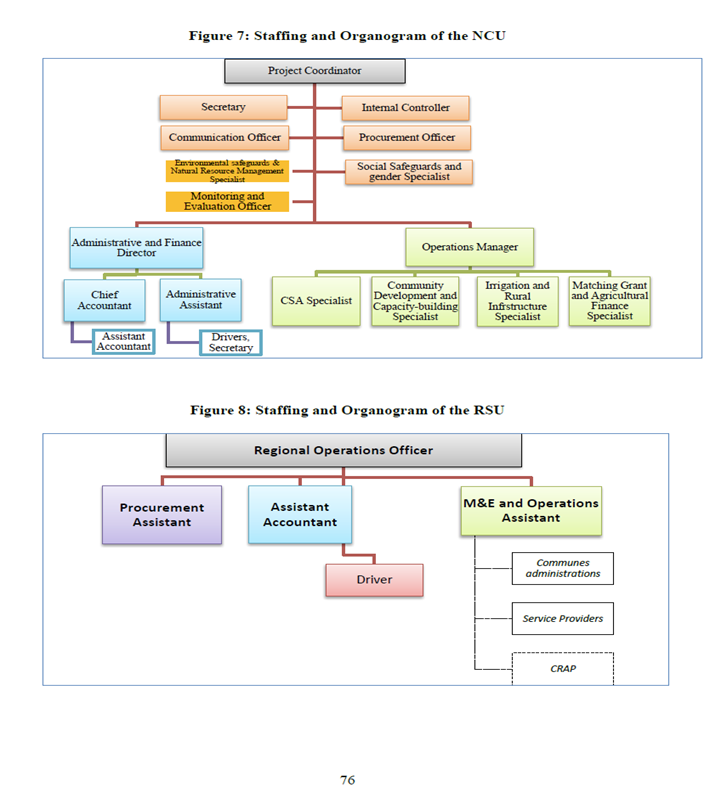
**CRA Project Implementation Unit – National and Regional Office Staffing Composition**

Aside from MCA integrated staff, the organigrams below show the staffing structure for the National Coordination Unit and each of the Regional Units for the CRA UCPs. Note that the charts show the Niger Ministry of Agriculture staff positions within the CRA UCP; MCA embedded technical staff listed above are in addition to these positions and have their reporting relationship to MCA.

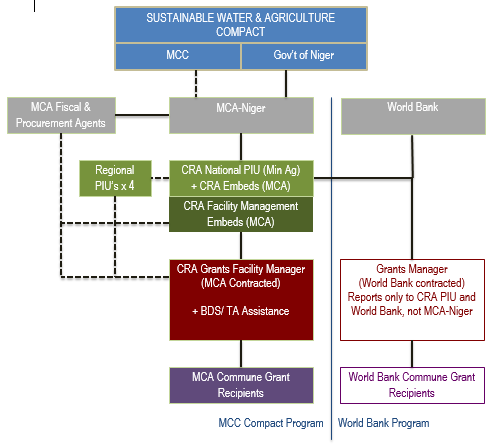
**Figure 2: CRA UCP National Coordination Unit Organigram**



**Figure 3: CRA UCP Regional Offices Organigram**



**Figure 4: Overall Implementation Structure for CRA Activity and CRA Facility Sub-Activity**



* 1. **Activity Implementation Structure**

The roles of key entities in oversight, decision-making, management and implementation of the CRA Facility are outlined in the table below.

| **Entity** | **Responsibilities** |
| --- | --- |
| MCC | * Provides “No Objection” to the Operations Manual and other key documents * Controls the quarterly disbursement of funding for the Grants Manager and grantees. * Supports MCA-Niger in oversight of Facility grant administration. * Provides “No Objection” to members of the TEP. * Can exercise right of review/no objection on proposed grants portfolio. * Reviews and provides No Objection on the Facility ESMS * MCC M&E may commission independent external evaluations of the overall grant facility program or specific grants. |
| MCA-Niger (via CRA UCP Integrated Staff) | * Acts as the Accountable Entity responsible for the implementation of the Facility * Awards, administers, and ensures the effective execution of the Grant Manager contract. Responsible for the oversight and management of the GM. * Coordinates communication regarding Facility with the Government of Niger and other stakeholders as required. Supervises and approves quarterly financial requests from the Grant Manager and submits to MCC for no objection. * Provides approval for TEP members and provides No Objection for the Grants Portfolio recommended by the TEP, concurrent with or following approval by * MCA-Niger signs grant agreements with grantees and holds fiduciary responsibility for grantee disbursements in conjunction with the MCA-Niger Fiscal & Procurement Agent per the existing Fiscal & Procurement Agent Agreements. * Reviews and approves the Facility ESMS * May support GM in some technical monitoring of grants (eg. accompanying site visits). |
| CRA UCP | * Responsible for overall day-to-day implementation of CRA Activity. * Provides support for management and operations of the CRA Grants Facility to the Grants Manager, including providing subject matter expertise and sharing good practices, ensuring harmonization in procedures with World Bank implementation of Grants Facility, and providing operational support to GM and MCA Facility Management embedded staff * Regional UCP offices support the GM to conduct outreach and communications for the facility, liaising with local gov’ts/ community organizations, and monitoring grantees. |
| Technical Evaluation Panel(s) (TEP) | * Reviews full grant proposal and business plan packages. * Approves technical assistance and procurement plans for shortlisted grant applicants. * Approves proposal packages for recommended funding before the CRAF portfolio level review. * Should include experts with specialized technical expertise suited to the grants portfolio, including at least one member with expertise in environmental and social performance issues and one member with expertise in gender, social inclusion, and community development. |
| CRA Regional Approval and Financing Committee(s) (CRAF) | * Review portfolio-level summaries of the grants portfolio recommended for investment by the TEP for their respective region of jurisdiction to ensure alignment with priorities and considerations of the Ministry of Agriculture * Review by the CRAFs should focus on portfolio-level characteristics such as geographic distribution of grants, alignment of the portfolio to Ministry of Agriculture and 3N priorities, achievement of the three CRA objectives across the portfolio, and achievement of the gender targets * The scope of decision for the CRAF is to register no objection or objection with the overall grants portfolio. If the CRAF objects, they can provide written recommendations/feedback. The recommendations of the CRAF are reviewed by MCA Niger during their No Objection process. |
| Grants Manager[[15]](#footnote-16) | * Develops an Operations Manual for the administration of the Facility consistent with MCC and MCA guidance. * Develops and implements the Facility ESMS * Coordinates grant making and grants implementation process as described in this terms of reference, including but not limited to:   + Developing Call for applications and overseeing/coordinating the grants selection and evaluation process.   + Oversee due diligence of project proposals and coordination of technical support to potential grantees. Due diligence will engage technical experts with appropriate expertise as noted in Section 4 of this ToR.   + Convene/recruit the TEP, facilitate presentation of recommended grants portfolio to the Regional Approval and Financing Committees (CRAF), and the process of final grant awards.   + Grant administration, quality assurance, and support of MCA-Niger’s fiduciary oversight of grantees. * Responsible for general management and reporting for the Facility. |
| MCA-contracted Procurement Agent | * Hired by MCA-Niger to manage all the procurement activities associated with the Compact. * Will support CRA Grants Facility procurement needs |
| MCA-contracted Fiscal Agent | * Hired by MCA-Niger and responsible for handling all the funds provided by MCC. The FA will provide data and information on targets for key process milestones, mainly the commitments and disbursements on key contracts. |

1. **SCOPE OF SERVICES**

The Grants Manager is responsible for accomplishing the Facility objectives defined above, by developing processes and managing the entire grant making process for the Facility while adhering to MCA-Niger and MCC investment criteria, policies and guidelines.

The figures below offer an indicative illustration of the 3 Phases of the Grant Lifecycle that will form the basis of the GM’s contracted activities over two possible grant rounds: (1) Facility Setup, Market Intelligence, Outreach, and Marketing (during Inception Period for Grant Cycle 1 only); (2) Grant Application Development, Screening, Evaluation & Award; (3) Implementation.

There will be up to two planned rounds of grant award and implementation completed during the MCC compact implementation period. After the first round of grants is successfully awarded and if the second option period is triggered, the grants manager should begin outreach/preparation for the second grant cycle. MCC reserves the right to add or eliminate grant rounds, depending on demand and success of awards. Based on the inception period market assessment and prior to launch of first option, MCA-Niger and the Grants manager shall determine the approximate envelope of funds to be released in the first round vs. that reserved for the second round.

The Criteria that will be considered for releasing each option period are as follows.

For Option Period 1:

* Successful delivery and acceptance of all deliverables in Inception Period
* Satisfactory evaluation by MCA-Niger of all GM deliverables and GM staff, with timely and satisfactory addressment of any issues or concerns raised by MCA-Niger
* Sufficient market intelligence to inform launch of Round 1 RFIA

For Option Period 2

* Successful delivery and acceptance of all deliverables in Option Period 1
* Round 1 Grants on track in implementation
* Satisfactory evaluation by MCA-Niger of all GM deliverables and GM staff, with timely and satisfactory addressment of any issues or concerns raised by MCA-Niger
* Verification of sufficient demand for Round 2

**GRANT LIFECYCLE: Inception Period**

**Phase 1: Facility Setup, Market Intelligence, Outreach and Marketing**

**MCA-Niger/ National PIU**

-Procure Grants Manager

-Hire CRA Facility embedded staff and train on processes

-Ensure procurement infrastructure in place for facility grantee procurements

-Establish agreements with partner MFIs and harmonize processes

- Establish community relationships for outreach

**MCC**

-Ensure finalization of CRA transfer

agreement with PIU   
-Facilitate agreement and MOU with MFIs

**Implementing Entities**

-Cross Ministry intelligence & Facility coordination

**Grant Manager (Facility Set-up)**

-Finalize Operations Manual, work plans, application templates, life cycle docs, etc. Establish office & team

-Establish TEP and all operational / governance structure processes and data/monitoring/reporting systems

-Develop outreach and market intelligence gathering plan. Build BDS Capacity and establish local

**Market Intelligence and Outreach (BDS Ph 1)**

-Implement outreach and marketing plan to target geographies / applicant pools.

- BDS collect market intelligence, build potential project pipeline & demand, and do needs/gap assessment and needed orientation & training of potential applicants. BDS do targeted group strengthening & support groups to register/qualify for facility

- IDIQs btw suppliers & MCA Niger established by PA for common procurements based on BDS intelligence

Phase 2

Screening Evaluation Award

**GRANT LIFECYCLE: OPTION PERIOD**

**Phase 2: Grant Screening, Evaluation & Award**

Credit granted or rejected. If credit rejected, GM can decide to reject from process, or decide to send forward after proposal risk mitigation

GM conducts initial review & assesses need/suitability for credit, rejects some and routes rest forward

No Credit

(No MFI review)

-Applicant negotiation

-Grant Agreements signed

Continual Monitoring and Support by CRA PIU, MCA Embedded Staff, and Grants Manager

Credit   
(MFI review)

Credit

Review and technical evaluation by independent Grant Facility TEP

-Applicants develop Business Plans & proposals w BDS support

-Site visits & tech. assessment (ESP, GSI, Econ)

-GM does initial proposal eval.

-GM identifies implementation BDS and Procurement needs

-CRAF grant portfolio review

-MCA provides No Objection & informs MCC

BDS provides support to applicants; provides market intelligence and business plan analysis to GM, but not involved directly in proposal assessment or TEP

-Launch Request for Initial Applications  
-BDS supports application dev

Application rejected. If Rd 1, opportunity to reapply

-MFI reviews applicant file

-Completes MFI due diligence

-Provides decision to Grants Manager

MCA approves & PA establishes IDIQs or other mechanism for grant procurements BDS implementation support plan approved by TEP and MCA

**Phase 3: Implementation**

R1 Grant Administration, Monitoring & Oversight

R1 BDS support

Implementation of Environmental Health and Safety Management Plans (if applicable), Social and Gender Integration Action Plan (if applicable) Technical Assistance, Monitoring & Evaluation and Data Collection Plans

R1 Grant Agreements Formalized

R1 Procurement and disbursements

Implementation BDS engaged

Begin R2 Call for Applications

R1 Grants Closure

**SCOPE OF WORK TIMELINE**



* 1. **Tasks & Deliverables (Inception Period) – 7 months (approximately July/August 2017– January/February 2018)**

The primary purpose of the Inception Period is for the GM to establish a presence in Niger and to establish all due diligence, plans, processes, documents and governance required for the launch of the Facility Request for Initial Applications (RFIA). The GM should also conduct outreach to potential facility applicants and collect market intelligence regarding the grants pipeline to prepare for facility launch. The Inception Period will conclude with submission of a comprehensive Inception Period report, including work plan for the project implementation, grants administration, capacity building and BDS technical assistance plans and related budgets.

In general, the GM will be responsible for the implementation, administration, and oversight of the Facility, reporting to MCA-Niger and drawing upon MCA-Niger and CRA UCP resources for support as appropriate. The GM will develop the administrative framework for the implementation of the Facility and will supervise and provide quality assurance for the grant-making process, from the development of the RFIA(s) through the final close-out of each grant. The GM will coordinate its work with the CRA UCP units (central & regional) and all MCA-Niger representatives and embedded UCP staff, including CRA Management staff, Procurement, Administration and Finance, Office of the General Counsel, Communications, Economics, GSI, ESP, and M&E. The GM will also coordinate with Government of Niger entities at the national and sub-national level, as directed by MCA-Niger.

* + 1. **Task 1 – Mobilization and Preparatory Work**
* Mobilize staff and establish offices in Niamey, preferably co-located or in close proximity with the MCA-Niger offices. Given the timing for mobilization and the below mentioned BDS related tasks, the GM core, technical and local BDS staff shall “ramp up” during this period, to be fully staffed within 6 months.
* The Grants Manager will conduct a kick-off meeting in Niamey, within four weeks of award, where the Grants Manager will present a draft of the Inception Period Work Plan and both the MCA-Niger and the Grants Manager will present their respective teams and will discuss planning and priority issues.
* The Grants Manager will develop an inception report and detailed work plan (*Inception Period Work Plan)* for the Inception Period. The Grants Manager will conduct an extensive review of documents provided by the MCA-Niger along with other relevant documentation to develop the Inception Period Work Plan. At a minimum, the Inception Period Work Plan will include the timing, sequencing, critical path, interdependencies, resources required and parties responsible for the tasks specified in this terms of reference, including but not limited to:

Draft and final versions of the Facility Operations Manual (see Task 2 for more details).

Development of all materials related to the eventual release of the Request for Applications. Application materials shall be available in French and local languages and publicized through inclusive means. This could include radio and direct communication in order to reach those with low literacy levels. .

Creation of a database to store grants management information.

Identification of technical assistance/ BDS support required for grantees.

Development of internal budgets

Development of all forms, templates, and frameworks needed for development and assessment of initial applications, full proposals, and business plans, working with MCA Niger and CRA UCP technical experts (see task 2 for full list). Application materials will be available in relevant languages (including local languages)

Development of comprehensive timeline for first full grant cycle of the Facility (Round 1) and notional timeline for second grant cycle (Round 2)

**Task 1 Deliverables**

Inception Report including:

1. Draft & Final Project Work Plan – in the form of a report
2. Inception Period level staffing and home office established in Niamey
3. Kick off meeting completed and results summarized
   * 1. **Task 2 – Development of Communications and Grantee Engagement Plan for Phase 1 BDS Services**

* The Grants Manager will develop, in accordance with MCC guidelines and coordinated with the MCA-Niger compact communications plan, a detailed communications and stakeholder engagement plan *(CSE Plan)* describing how the GM will engage applicants and stakeholders in the focus communes to publicize the Grant Facility, and sensitize potential applicants to apply. The CSE Plan may be an Annex to the Operations Manual. In order to succeed, the CSE Plan will need to be grassroots, community focused, socially inclusive and gender responsive, and highly attuned to the local context and word of mouth/social-influence networks of Niger. The CSE Plan shall consider how to leverage locally-based partners and resources within the CRA UCP to provide this context and assist in achieving the communication and engagement objectives.
* Critical to the success of the community outreach efforts will be engaging with communes when the greatest number of potential applicants will be available. The GM should therefore take into account cultural, seasonal and non-seasonal migration, planting/harvesting, and other locally driven calendars. In addition to an annual schedule, outreach efforts should also consider times of the week and the day when the greater number of potential applicants will be available. Strategically engaging women will be of particular importance, as household responsibilities, limited mobility, low literacy levels, and other barriers may determine how and when communication efforts take place. Outreach and engagement efforts should include the education, training and capacity building of “Climate Resilient Agriculture” techniques (e.g. use of solar irrigation pumps, crop rotation, windbreaks, etc.). The GM should draw upon the experience of its experts, its home office and the CRA (both National and Regional offices) for expertise.
* The CSE plan provides the road map for the GM to promote the Facility within the focus communes, targeting the 3 categories of eligible beneficiaries. The objectives are: (1) to build trust and confidence via relationships with potential applicants and local influence networks; (2) to educate potential applicants regarding the Facility and requirements; (3) to promote the Facility and encourage qualified applications; (4) to collect intelligence pertaining to potential applicants, categories of common proposals, applicant capacity building needs, etc.
* The communications component of the CSE will:

Describe the commune outreach and awareness efforts.

Target local communities, local NGOs, international NGOs, and public/government entities as applicable

Detail the tools used for an awareness campaign including facilitating forums to explain the Facility objectives, criteria, and process.

Incorporate lessons learned from other similar campaigns

Include cultural, migration, gender, social inclusion, mobility, and poverty considerations, with an objective of maximizing participation of women, youth, and other marginalized groups.

Consider language issues & literacy barriers in target population – outreach will need to be done in local languages which include Haussa, Djerma, as well as in French

Include the plan for collecting intelligence on applicants, potential grant amounts, categories, etc. to assess portfolio mix, levels of BDS support, capacity building and other elements required for the success of the Facility.

Strategy should also take into consideration risk of elite capture and ensure facility reaches intended beneficiaries

* Given the grassroots nature of this Facility, the stakeholder engagement component will:

Identify the different groups of stakeholders and influencers involved, and outline how they will be engaged to provide inputs to activity design, updates on progress, information on next steps, and validation of progress.

Engage communities and local leaders in commune areas, including potential beneficiaries (focusing on reaching marginalized groups)

Describe a strategy for encouraging partnerships among project proponents, such as matching of organizations with local knowledge with those with technical experience or facilitating the joining of similar/smaller projects as required or when applicable.

Develop relationships with relevant private sector groups, such as local Chambers of Commerce (eg. *Chambre de Commerce, d'Industrie et d'Artisanat du Niger*) and agricultural associations in each region, as well as producers’ associations. Identify and engage key national and local government stakeholders in Niger.

Consult key development partners including community groups, local NGOs, international NGOs, other development institutions and also leverage their networks to disseminate engagement

Develop the Phase 2 & 3 BDS levels and types of support with a focus on local relationship building, capacity building, training, and risk mitigation within the local context of each commune (refer to Task 5 for links to strategy development)

**Task 2 Deliverables**

1. Draft and Final CSE Plan, including staffing plan to execute
   * 1. **Task 3 – Develop Training Plan for Grants Manager Technical Staff in MCC standards, processes, and tools**

* Working with MCA-Niger and with guidance of MCC technical staff, the GM will develop a training plan for grants facility technical staff (in particular the ESP and Land Expert, GSI Expert, M&E and Econ Expert, and Grants Administrator) addressing the application of MCC technical guidelines, policies, and procedures for their respective technical sector as relates to the CRA grants facility. This training should cover policies, procedures, standards, and tools outlined in the CRA Grant Operations Manual as well as other relevant procedures from applicable MCC and donor documents (eg. IFC Performance Standards; Compact Land Allocation Principles, MCC Environmental and Social Guidelines; MCC GSI Policy; MCC M&E Guidance and Common Indicators; MCC Economic Analysis Guidance; MCC Program Procurement Guidelines; MCC Cost Principles, etc.) MCA-Niger will provide the content and resources for training; the GM is responsible for documenting the training plan with inputs from MCA.
* The Grants Manager should establish a training plan for each expert hired, which should incorporate the training elements outlined above, and any other components that MCA-Niger and the Grants Manager deem appropriate. MCA should approve the training plan for each expert, and will provide the curriculum/materials and administer the training.

**Task 3 Deliverables:**

1. Draft & Final Grants Manager Technical Staff Training Plan
   * 1. **Task 4 – Finalization of the Facility Operations Manual and Templates**

* The Grants Manager shall conduct a review of all documents developed to date by the Compact programs, and update the Facility Operations Manual, a detailed draft of which has been developed by MCA-Niger and MCC.
* The Grants Manager will finalize the Facility Operations Manual, including all annexes, building upon a draft that will be provided to the Grants Manager. The development of the Facility Operations Manual will be informed by the guidelines and criteria established by MCA-Niger and MCC to date (including a General Directives document that outlines the Facility design, other related documents, preliminary meetings with all Facility related partners, and the previous experience of the GM and its knowledge of best practices.) Any major changes and recommendations should be discussed with MCA Niger and other key program partners. The final manual shall be formally approved by MCA-Niger with no objection from MCC, and accepted by the CRA UCP.
* The Operations Manual should include:
  + Roles and responsibilities for Facility implementing entities and other stakeholders
  + Detailed descriptions of the grant process, including:
    - Procedures for solicitation, application, qualification, award and implementation.
    - Communications and outreach procedures governing interactions with applicants, including considerations based on local languages, high rates of illiteracy, and specific outreach for women and youth.
    - Methodology/guidelines for conducting technical analysis of proposals and due diligence (including site visits).
    - Methodology for assessing whether projects fulfill applicant contribution requirements
    - Procedures to provide technical assistance/ BDS to applicants in the context of improving shortlisted proposals for final consideration.
    - Procedures for technical quality assurance, fiduciary oversight, financial reporting and audit.
    - Grants administration procedures including disbursement processes, procurement processes, data collection (disaggregated by gender and age), project tracking, reporting, etc.
  + Monitoring and oversight procedures during grant implementation, including specific standards for the review and acceptance of grantee milestones and the disbursement of funds. This should include templates for project and financial reporting of grants and monitoring checklists for monitoring and site visits.
  + Templates and forms for the grant making process, including but not limited to: initial application and proposal forms, business plan and budget templates, templates for economic analysis inputs, screening checklists, evaluation scorecards and technical assessment forms, grant agreement templates, Environmental and social categorization screening form (to be approved by the Bureau d’Evaluation Environnementale et des Etudes d’Impacts (BEEEI)), Environmental and Social Management Plan template, M&E frameworks, and Gender and Social inclusion frameworks. All of these should be included in annexes to the Facility Operations Manual.
  + The body of the document or annexes should contain detailed descriptions of operating principles and policies. Technical content for annexes may be contributed to by MCA technical experts; however, the Grants Manager is responsible for compiling/editing, finalizing, and obtaining approval from MCA-Niger, MCC, and any other necessary stakeholders. The body/annexes should include:
    - Criteria for eligibility, evaluation and award that align with MCC investment criteria.
    - Conformance to IFC Performance Standards and MCC policy regarding environmental and social performance in which no project will be funded that causes harm or is likely to cause harm to the environment or people.
    - Strategies to ensure inclusive project benefit to women, youth, the poor and other potentially marginalized groups of customers, including adherence to the MCC Gender Policy and Social and Gender Integration Plan (SGIP).
    - A detailed list of project monitoring indicators, including detailed definitions and collection methodologies as well as baseline and target information.
    - Process for conducting economic analysis of proposals (a mandatory criterion for approval of grants) per an approved methodology that is consistent with the [MCC Guidelines for Economic Analysis](https://www.mcc.gov/resources/doc/guidelines-for-economic-and-beneficiary-analysis)
* The Facility Operations Manual will be the guiding document for Facility management. It will be, as such, a living document and will be updated on the basis of information gathered during the Inception Period of implementation. The Facility Operations Manual, and any significant subsequent amendment, will be subject to approval by the MCA-Niger and no-objection by MCC.

**Task 4 Deliverables**

1. Draft & Final Facility Operations Manual, including all templates and annexes
   * 1. **–– Preparation and Finalization of the Environmental and Social Management System (ESMS) and Land Tenure Strategy**

The Facility is classified as a Category D project according to [MCC’s Environmental Guidelines](https://www.mcc.gov/resources/doc/environmental-guidelines) (2012), because it involves an intermediate Facility that will use MCC funding to finance subprojects.  Individual projects proposed to the Facility may potentially result in adverse environmental and social impacts and therefore should be individually screened and categorized based on MCC’s Environmental Guidelines, World Bank guidelines documents, and the CRA and CRA Grant Facility Operations Manuals.  MCC Environmental Policy requires that all subprojects comply with (1) relevant national environmental laws and regulations including environmental and social impact analysis procedures, and (2) the [IFC Performance Standards on Environmental and Social Sustainability](http://www.ifc.org/wps/wcm/connect/Topics_Ext_Content/IFC_External_Corporate_Site/IFC+Sustainability/Our+Approach/Risk+Management/Performance+Standards/).

For all grantees, environmental and social assessment documents must be developed with appropriate stakeholder consultation. There will be no involuntary resettlement associated with any CRA grant-funded projects, so the GM will necessarily screen for any projects that would entail resettlement. This and other screening criteria will be included in the finalized Facility Operations Manual. The GM is expected to monitor the environmental, social, health and safety performance of the grantees and submit to MCA-Niger periodic reports on the implementation of its portfolio.

As mandated by IFC Performance Standard 1 (PS-1), MCA-Niger is putting in place a Compact level Environmental and Social Management System (ESMS) to ensure that all activities financed under the Compact are undertaken in compliance with applicable Niger based environmental and social legislation and regulations, MCC’s Environmental Guidelines, and the IFC Performance Standards. The Facility will develop an ESMS specific to the Facility that is consistent with the guidelines and procedures detailed in the Compact ESMS. It is anticipated that the Compact level ESMS as well as the draft ESP annex to the draft Facility Operations Manual will be valuable tools and highly adaptable to the Facility specific ESMS. The Facility ESMS procedures will be a component of or Annex to the Operations Manual and shall have the following components:

* A description of the organizational capacity, staffing, responsibilities and accountability the GM will put in place for managing environmental and social performance (ESP) aspects of the Facility’s operations.
* Procedures for screening projects in accordance with the IFC Project Exclusion list and applicable IFC Performance Standards that should eliminate any proposed project that involves activities MCC is prohibited from financing, as defined in [Appendix A of the MCC Environmental Guidelines](https://www.mcc.gov/resources/doc/environmental-guidelines). The GM will work with MCA-Niger to finalize the specific project exclusion list for the CRA Grant Facility based on the [IFC Project Exclusion lis](http://www.ifc.org/wps/wcm/connect/corp_ext_content/ifc_external_corporate_site/ifc+projects+database/projects/aips+added+value/ifc_project_exclusion_list)t, MCC guidelines, and program specific considerations, for inclusion in the Facility Operations Manual.
* Procedures for assessing and managing environmental and social risks, gauged to the severity of potential impacts, including distinguishing among projects that require site-specific Environmental and Social, Management Plans (ESMP), or the application of good practice guidelines, or no further environmental, social, health and safety management.
* Procedures for monitoring the environmental and social performance of Facility’s portfolio of subprojects and providing periodic progress reports to MCA-Niger.
* Arrangements for ESP awareness-raising and training of Facility staff, consultants and grantees on environmental and health and safety issues.
* With respect to disclosure and stakeholder engagement, ESMPs[[16]](#footnote-17) are to be prepared in consultation with affected communities and other stakeholders. Draft ESP instruments are to be disclosed for comment on the Facility or MCA-Niger website and in the affected communit(ies) prior to making a funding decision.
* Workers’ rights, workplace health and safety, and grievance mechanism can be patterned after the corresponding elements of the MCA Compact-level ESMS.

In addition to the ESMS, the consultant should also develop a basic framework and strategy to assess the land tenure conditions and asset ownership status of applicants to the facility. The strategy should also include a pragmatic approach to ensuring that applicants have the rights to use any land or assets proposed in their applications in the context of local land ownership systems.

**Task 5 Deliverables**

1. Draft & Final Facility Environmental and Social, Management System
2. Land Tenure strategy
   * 1. **Task 6 – Mobilization of BDS Resources and development of strategy to provide Business Development Services to Applicants for Phase 2 & 3**

Based on MCC experience in similar facilities and survey of good practices/donor experience in Niger, technical assistance or Business Development Services (BDS) is typically required to assist applicants in developing initial and full applications that meet Compact requirements including targeting the poor, meeting MCC’s investment criteria, and adhering to relevant standards. This is especially pertinent in a low resource, low capacity environment like Niger in which target applicants may face challenges like low literacy, gaps in capacity, etc.

The GM will also need to strategize how to effectively and efficiently deliver BDS to applicants with capacity challenges across a large number of applications (potentially exceeding 200 across 2 grant rounds). Given the relatively simple nature of agricultural business models and small size of grants, this will require some degree of “templatization” or development of standard frameworks for different categories of proposals that can be quickly customized to individual needs. The GM’s ability to deliver impactful and efficient BDS services to a number of applications in a streamlined manner will be critical to the success of the Facility.

The plan for BDS in Phases 2 & 3 of the grant cycle should entail the following:

**Phase 2: Initial Application and Full Proposal Development** –

The GM shall support applicants to develop initial applications and detailed proposals/business plans with the goal of having quality, risk-assessed grant packages that meet Facility objectives. The GM will be trained by MCA Niger and MCC on the proper application of MCC standards and policies so that they can provide guidance to applicants and appropriately use MCC screening procedures, tools, and categorizations. The GM will also facilitate the referral of proposal packages that may require and potentially qualify for credit to partner financial institutions for consideration. Support may include:

* Training and support for initial application preparation
* For applicants that advance past initial screening phase, full proposal and business plan development support (i.e. identification of market opportunity, business case objectives and targets, detailed activities, risks, milestones, disbursement plan, budget preparation, financial analysis and projections, etc.)
* Specific programmatic and technical support (i.e. Gender and Social Inclusion (GSI), Monitoring and Evaluation (M&E), Environmental and Social Performance (ESP), Inputs to economic analysis models).
* Development of an open forum where grantees’ questions can be publicly answered
* Specific support to ensure inclusion of low income and vulnerable groups, including women and youth
* Identification of grantee procurement needs that should be included in procurement mechanisms to be established by MCA-Niger and the Procurement Agent
* Development of grantee “implementation improvement plans” outlining key capacity building areas and services required during grant implementation
* Coordination with Microfinance Institutions, including referral of applications for complementary credit
* Support for qualifying processes, such as group registration, establishment of account at financial institution, etc.
* Support associated with application templates, basic M&E frameworks for grantees, inputs to economic analysis model, all applicable MCC Environmental Guidelines and IFC Performance Standards, administration, approvals, etc.

**Phase 3 (Implementation Support and Capacity Building) –** The GM shall implement the BDS service support defined in individual grant packages to ensure grantees meet key milestones, receive payment and attain desired outputs and outcomes. Support shall include:

* Specific technical assistance (agricultural, value chains, etc.)
* Grantee-specific advisory services
* Targeted field support – both management and technical
* Business development support and project implementation planning and training
* Capacity building to grantee to ensure post-compact sustainability
* Project monitoring, support for project reporting to the GM and MCA-Niger, and follow up

The GM will develop a plan for delivering BDS (Phases 2&3) to shortlisted applicants (BDS Strategy) which will have the following components:

* Streamlined delivery mechanism for services described in Phase 2 and Phase 3 above.
* Types of BDS support required, LOE estimates and staffing structure, identification of local BDS providers, mobilization plan for BDS support and BDS provider criteria and experience requirements.
* Description of how proposals will be assessed for BDS requirements and how BDS will be delivered and staffed, i.e., quick ramp-up to mobilize the necessary team.
* Standard process for providing application and proposal development support as described above, including all application forms, tools, and templates (which should be annexed in Operations Manual)
* Description of how BDS will work with GM Technical Staff (particularly the ESP/Land, GSI, and M&E/Economics experts).

**Task 6 Deliverables**

1. Draft and Final Phases 2 and 3 BDS Strategy
2. Identification and Mobilization of additional BDS Providers (including specializations and mobilization timeframes).
   * 1. **Task 7 – Support Development of Economic Analysis Plan & Alignment with Facility Design**

MCA-Niger, in coordination with MCC, will directly develop the Economic Analysis Plan for the Facility. The GM shall work with MC**A-**Niger Economic directorate to finalize the development of Economic Analysis Plan in that it shall ensure that all Facility processes, procedures, forms and templates align with and bolster the plan, including but not limited to, the manner and content of its application forms, inputs requested from grant applicants, ongoing performance management, data collection and preliminary analysis.

As noted in task 12, Phase 1 of BDS (market intelligence) should be used to gather indicative data as inputs to IRR/ERR models for commonly anticipated business models that may be funded by the facility. This data may then be used by MCA and MCC Econ to develop their ERR calculation models.

**Task 7 Deliverables**

1. A list of primary and secondary data to be used in the ERR calculations & incorporation of ERR input template into application and business plan forms
   * 1. **Task 8 – Support Finalization of an M&E and Data Collection Plan**

* The GM will collaborate with MCA-Niger and MCC to outline the expected program logic/theory of change for the different grant windows. This program logic shall outline all expected outputs as well as short, medium, and long-term outcomes for the Facility.
* The finalized Facility program logic will be documented in the Facility M&E Plan. Based on this program logic, the GM will collaborate with MCA-Niger and MCC to develop plans for conducting monitoring and evaluation and data collection to assess the extent to which the expected results of the Facility activity are met. These plans must be approved by MCA-Niger and MCC through the “Facility M&E Plan” which will be informed by the broader Compact M&E Plan.
* This Facility M&E Plan will define a list of monitoring indicators for individual grants as well as for the project as a whole, which must be collected on a regular basis throughout the implementation of projects funded by the Facility. These indicators will include outputs as well as short and medium-term outcomes. The GM will collaborate with MCA-Niger and MCC to identify and define this list of KPIs, their corresponding targets, and then will be responsible for collecting and providing data in support of the identified indicators during the option period. This list should be kept as simple as possible to minimize burden on grantees.
* The Facility M&E Plan shall include collection of disaggregated gender and social inclusion data.
* The GM must cooperate with any Data Quality Reviewers hired by MCA-Niger to review the data quality of the reported data under the Facility M&E Plan. This could include providing copies of data collection forms, training materials, the actual data collected, interviews with staff, and field visits.
* The GM must also collaborate with MCC’s Independent Evaluators. All MCC Projects are subject to an independent evaluation by a firm contracted directly by MCC. Though independent, MCC’s Independent Evaluators rely on the collaboration and participation of project implementers, including the GM. Thus, full cooperation of the GM with the Independent Evaluators is expected.

**Task 8 Deliverables**

1. Draft and Final Facility M&E Plan (to feed into Compact M&E Plan)
2. Updated Facility M&E Plans, as necessary
   * 1. **Task 9 - Support Finalization of a Facility Gender and Social Inclusion Plan**

The GM will collaborate with MCA-Niger and MCC to develop a process for ensuring gender integration, social inclusion, and targeting of vulnerable groups, including women, youth, and the poor. This Facility Social and Gender Inclusion Plan (“GF SGIP”) should be informed by the broader Compact Social and Gender Integration Plan and MCC’s Gender Policy and Gender and Social Inclusion Milestones and Operational Procedures. This GF SGIP will:

* Establish GSI technical assessment process to inform selection of the applicants. This should incorporate consideration of any gender inclusion targets for the facility.
* Provide templates and guidance (if appropriate) to assist applicants with GSI requirements.
* Contain indicators to monitor gender and social inclusion and the impact on poor beneficiaries; ensure that these indicators are included in the Facility M&E Plan.

**Task 9 Deliverables**

1. Draft and Final GF SGIP
   * 1. **Task 10 – Technical & Administrative Support to the Technical Evaluation Panel (TEP) and preparation of materials for the CRA Regional Approval and Financing Committee (CRAF)**

The GM is responsible for recruiting and convening the TEP, whose members must be approved by MCA Niger and subject to formal no objection by MCC. The TEP will consist of a core team of public and private members with experience in the field of agriculture in the local context, and supplementary technical expertise as needed. The TEP should be independently recruited and not members of the GM core staff. The TEP is responsible for assessing the shortlisted project proposals as screened by the GM. The TEP will make a final list of recommendations for proposals to be further developed for consideration by the IC.

The TEP will include a minimum of 5 voting members not to exceed 8 voting members, with a majority constituting a quorum. TEP members will be compensated by MCA-Niger for their service in line with international best practices. MCC and MCA-Niger will have the option to observe the TEP.

* The GM will utilize MCA-Niger guidance and consultation to develop a process for the TEP. The process will include: TEP composition, appointment, organization/structure, governance, operation, level of effort, and documentation. All of this information shall be included in the Facility Operations Manual. Composition should include individuals with relevant technical expertise to evaluate the merits of smallholder agricultural enterprise proposals, including financial/economic expertise, environmental and social performance expertise and gender and social inclusion expertise. Composition should include both males and females.
* The GM will identify TEP members, who will be approved by MCA-Niger and submitted for non-objection to MCC.
* The GM will clearly document the evaluation and decision making processes of the TEP and archive all submitted and/or developed TEP documentation. The GM will ensure all administrative and logistical support to the TEP. All TEP processes will require MCA approval and MCC no-objection.
* While the GM shall not provide the remuneration for the TEP members (this shall be provided by MCA-Niger directly), the GM shall be responsible for all other logistical needs of the TEP (space rental, materials, refreshments, meals, IT services, transport, etc.) to ensure that it preforms its task comprehensively.

**Task 10 Deliverables**

1. A plan for recruiting and managing the TEP including identifying, constituting and convening members, and providing logistical support.
2. Bylaws/operating procedures for TEP, which the TEP should review and agree to when appointed.
3. TEP core composition and supplementary experts for all types of projected grants.
4. Lists of experts as required to supplement the core TEP group provided to MCA/MCC and approved.
   * 1. **Task 11 - General Management, Oversight, Monitoring & Reporting**

As part of its overall mission of executing the Facility, the GM will conduct all standard project management tasks, grants administration, archiving/documentation and reporting required to allow MCA-Niger and MCC to monitor Facility activities and progress in real time. These include:

* Regular consultation meetings with MCA-Niger and MCC
* Regular written minutes of all meetings, missions, workshops and consultations
* Monthly inception progress reports
* Development of grants administration system, including financial monitoring & reporting, and process to track and monitor disbursement requests and grant disbursements
* The GM will develop, in coordination with MCA-Niger and MCC, a centralized database or full grants management software (“Facility Database”) that has the capacity to track full detailed information and documentation of each Facility project proposal (and related partners) through grant award. The database must provide a clear audit trail of all applicants and associated partners, funded or un-funded and will provide information on the progress and status of each project proposal. The database will be developed during the Inception Period and managed throughout the term of the Facility. At a minimum, the database should contain the following, which may increase with MCA-Niger consultation:

Basic information on each project proposal (phase, contacts, location, award amount, window, category of investment, key deliverables, preferred/working language of point of contact, etc.)

Detailed information for every proposal as it moves to full proposal stage and into grant award (progress tracking, financial data on grant, target beneficiaries, impact, social & gender analysis and inclusion strategies/activities, environmental, disbursement, cost sharing modalities, technical assistance, risks, ERR, performance against milestones and indicators, etc.)

Information on which other Compact activities each grant applicant and grant recipient are participating in (so reports can include information on the number of grant applicants and number of grant recipients that had received training from the Management Services and Market Facilitation Activity, for example).

**Task 11 Deliverables**

1. Ongoing meetings, monthly inception progress reports, and documentation (as noted in Task 11 description)
2. Draft and Final Facility Database
3. Plan for Grants Administration and Disbursement Management
   * 1. **Task 12 – Implementation of Phase 1 BDS Support Strategy & CSE Plan (Outreach, Market Intelligence, and Demand Building)**

The core objective of this task is to implement Phase 1 BDS services in accordance with the CSE and the BDS Strategy, and in parallel with other Inception Period tasks. The goal of this phase is to raise awareness of the facility among potential applicants, build a pipeline of fundable projects that meet the requirements of the facility, and collect market intelligence that will inform implementation of the facility, changes to the Facility Operations Manual, and scoping of Phase 2 & 3 BDS services. This evidence-based market intelligence may include: (1) estimation of likely facility demand (including quantity and grant size); (2) categories characteristics of projects demanded based on eligible categories in Facility Operations Manual; (3) analysis of potential facility applicant demographics based on beneficiary windows; (4) analysis of applicant capacity & literacy levels; (5) indicative IRR/ERR calculations for representative project types; (6) suggested mix of grant & applicant types to optimize risk/reward; (7) potential allocation of grant funds and BDS LOE by geographic area; (8) procurement data to inform establishment of IDIQs for grantee procurement needs; (9) key risks & mitigating strategies ahead of RFIA launch.

Recognizing that the audiences within the communes may have low literacy levels and limited understanding of formal financial or business concepts, the GM must develop plans that accommodate the local context, including applicant capacity building and local social/influence networks. The GM shall conduct grassroots engagement and outreach to promote the Facility within the communes based on its CSE plan, including sensitizing and building targeted capacity of potential applicant groups as needed. Implementation of this phase will also allow the GM to iterate on its communication and stakeholder engagement strategy, including refining the communication channels and marketing strategies for launching the RFIA.

* The GM should also conduct sensitization around key Facility concepts (eg. importance of saving up for the contribution; what qualifies for the contribution; timeline to submit the contribution; nature of “group” grants for joint projects), as well as administer basic application preparation training and group development to increase the number of high potential applicants. The purpose shall be to maximize the number of quality applications received by the Facility and to ensure efficient harmonization of processes and documentation for the Facility. The GM should also address specific barriers that may prevent vulnerable groups from learning about and/or applying for the facility, and should include a gender and social inclusion strategy.
* This task will require an understanding of local context and communities, capacity of potential applicants, socio-political influence and information networks, the landscape of local agricultural enterprises, and experience doing grassroots capacity building, which the GM should possess directly and/or leverage through resources like local partners and the CRA UCP. It is emphasized that successful completion of this task will require significant grassroots outreach and field intelligence, and an ability to partner effectively with the CRA UCP, local community leaders, and other organizations/NGOs on the ground.
* Outreach (including any written materials) will need to be conducted in local languages of the region (i.e. Hausa, Djerma, Puhl) as well as French. BDS must be fluent in local languages of the region and French, and be able to translate/move fluently between them. BDS activities should also take into consideration low literacy/numeracy levels among much of the target audience.
* GM shall develop a Phase 1 BDS Report summarizing all work completed for this task, including recommendations to inform/modify the implementation of the Facility and plans for Phase 2 and 3 BDS, including budget & LOE estimations.
* GM shall develop a Market Intelligence Report as an annex to the Phase 1 BDS Report or as a stand-alone document, which provides a detailed summary of market intelligence gathered. The report must include preliminary data collection/categorization of anticipated goods and services requested by applicants that MCA-Niger may procure on their behalf and award in-kind. This information shall be sorted by category and presented to the MCA-Niger Procurement Agent to assist in establishing IDIQ contracts for timely order and delivery of goods and services required once the grants have been approved. The report shall also include information on the demand for the facility and potential pipeline of projects as detailed above.

**Task 12 Deliverables**

1. Draft and final Phase 1 BDS Report & Budget Estimations
2. Market Intelligence Report, including summary of anticipated project submissions & summary of potential procurement needs
   1. **Tasks & Deliverables (Option 1 Period) January 2018 – September 2020 (32 Months)**

Based on the performance of the Grants Manager during the Inception Period, the GM can be selected to exercise two Option Periods for the remaining years of the Facility within the Compact. The primary purpose of the Option Periods is to carry forward the work from the Inception Period by launching the RFA’s, running the grants selection process and then managing implementation of grants according to the Facility Operations Manual.

The purpose of Option Period 1 is to launch the RFA’s based on work completed in the Inception Period, to conduct the selection process, coordinate with MFI’s as necessary, propose shortlisted grants for approval and to finalize proposals to full Grant Award, primed for implementation.

* + 1. **Task 13 – Launch of Request for Initial Applications (RFIA)**

This task encompasses the launch of the RFIA and activities to be conducted during the open period until the submission deadline for proposals. The GM will receive, register, and track the intake of submissions in response to the RFIA.

* Draft RFIA for approval by MCA/ MCC
* Launch the RFIA for all Facility windows in accordance with the conditions set out in the Operations Manual.
* Provide information or respond to queries and requests for clarification relating to the RFIA, including holding information and training sessions. The GM with BDS will travel to or convene applicants to provide trainings to improve the quality of submitted proposals in areas identified in advance as general weaknesses across proposals. Topics for trainings may include basic facility concepts, project/application development, budgeting and business planning, and basic overview of MCC technical requirements. Training level should be adapted to education/capacity level of applicants and should be simple and accessible.
* Provide BDS support services to grantees to assist in development and submission of their initial grant application. This support is in addition to group training sessions. BDS staff will work directly 1:1 with applicants to help develop their initial grant applications in line with the standards specified in the Facility Operations Manual and application template. This should include assistance for applicants with low literacy levels.
* Record/log receipt of all applications and enter relevant information in grants database.
* Do basic screening of applications for completeness, and notify applicants of any missing information (applications should also be quality controlled by BDS, so completion screening is a secondary check)
* Provide written notification to applicants informing receipt of their proposal using standard form letter.

**Task 13 Deliverables**

1. Draft and final RFIA
2. Launch of the RFIA
3. Summary Reports of Information Sessions held, training provided, BDS support provided, and documentation of questions received and responses sent to applicants
4. Package of all proposals received, and notification letters sent. Documentation of all proposals and details into database
   * 1. **Task 14 –Initial Application Screening, Development of Proposals and Business Plans, Site Visits/Technical Evaluations, and Evaluation & Preparation of the Grant Proposal Packages for TEP Review** (includes BDS Phase 2 support)

This task shall be broken into the following three chronologically tied sub tasks, which include support provided by the GM Core & BDS teams:

* 14.1 – Screening/Shortlisting Initial Grant Applications
* Conduct a review, including any further clarification required with grantees, using pre-determined evaluation criteria specified in the Operations Manual, including all Annexes, to develop a shortlist of potentially viable grant projects. Identify potential proposals for referral to MFIs for supplementary credit alongside the grants. The GM shall coordinate with MFI representatives and grantees to facilitate MFI review of grant applications that may qualify for complementary credit from MFI partners
* Formally contact any rejected applications and develop a plan, if applicable, for further development of Round 1 rejected grants for resubmission in Round 2.
* Prepare the shortlist of grant applications that will advance to full proposal stage. MCA Niger can review the shortlist at this stage but formal approval is not needed.
* 14.2 – Development of Full Proposals, Business Plans, and Proposal Assessment Packages

For shortlisted grants, the BDS shall work with applicants to develop full proposals and business plans, which should include more detailed financials, collection of inputs for economic analysis, and detailed work plan/timeline. Separately, the GM technical team working with MCA-embedded and CRA UCP technical experts shall conduct due diligence of shortlisted grants, including site visits, environmental health and safety and technical assessments, M&E and GSI considerations, risk assessments, and any other technical assessments needed to evaluate the proposal. BDS support for this task will require a detailed understanding of agricultural business models and risks, expertise in business plan preparation, financial analysis, and other considerations. Technical assessments for this task will require expertise in ESP, GSI, Economic Analysis, M&E, and other relevant areas as well as ability to draw upon expertise of MCA and CRA UCP technical staff.

The Grants Manager will package the completed Proposal and Business Plan with the Technical Assessments into an Initial Proposal Assessment Package. The Initial Proposal Assessment Package shall include at a minimum:

1. Full Proposal and Business Plan (including a project work plan with milestones and a full budget) – Prepared by applicant with BDS support
2. Site Visit Report/Field Assessment Results (including ESP and GSI evaluation, Economic Analysis and proposed M&E indicators if applicable), as well as any other technical assessments needed for projects. – Prepared by GM administration & technical team based on GM and MCA-embedded staffUCP assessments
3. Environmental and Social screening and categorization forms validated by the BEEEI
4. Site specific simplified ESMPs to describe mitigative measures to address environmental and social impacts identified in project screening process
5. Land Tenure Documentation – A summary report on the status of land and assets possessed by the grantee will be produced from the site visits/field assessments. This will include the collection of all documentation required to justify the grantee’s rights to the land (deeds, certificates of ownership/ donation, sale, loans, leases, etc.) and other property & equipment. Documentation must clarify land and equipment status, including but not limited to, adherence to local and national land commission bodies, clarity on legal status (including no liens, ownership, etc.), GPS coordinates, soil composition, zoning and use, etc. Documentation should also clarify any properties owned by the State.
6. Risk Assessment & Mitigation Plan – Prepared by GM with BDS input regarding assessment of applicant and project risk and recommended mitigation through capacity building/support.

* For proposals that were referred to MFIs in the first screening step, the package should also include a summary of the decision from the MFI regarding whether the proposal qualifies for any credit from the MFI which would complement the CRA grant award.
* The Initial Proposal Assessment Package shall be evaluated by the GM according to the evaluation scorecard in the Operations Manual. The TEP may choose to review any Grant Proposal in order to confirm the GM assessment. The GM will compile Full Proposal Packages, which should include the items below in addition to the Initial Proposal Assessment Packages described above, for those grants that pass the GM scoring threshold. The TEP will assess the Proposal Packages and either recommend for funding, not recommend for funding, or recommend for funding with changes. Additional items included in the Full Proposal Packages are

1. Implementation Support Plan (outlines capacity building, technical support, and advisory services to be provided by BDS in Phase 3 and associated budget estimates) – Prepared by GM with BDS input based on assessment of applicant needs and technical needs of the proposal.
2. Disbursement Plan (outlines detailed procurement requirements and payments linked to one or more project milestones) – Prepared by GM with BDS input based on procurement needs and work plan submitted by applicant
   * 14.3 – Evaluation & Preparation of the Grant Proposal Packages for TEP Review
   * GM shall aggregate a Full Proposal Assessment Packages into a Round 1 Portfolio Report. The Round 1 Portfolio Report shall be summarized to provide the TEP a macro-level view of all grants under consideration and their collective impact as related to Facility windows, outputs, outcomes, procurement needs, budgets and timelines.

* Full Assessment Packages that are approved by the TEP will be forwarded to the CRAF. The TEP may recommend changes to the proposal to address non-fatal flaws. The Facility database shall include complete information for each applicant, providing rationale for approval and/or rejection as it moves through the selection process.
  + The GM will also develop a Final Task Report. This report will include an overview of all activities, final portfolio summary, technical assistance provided and projected results & impact under this task, including an overview and summary of the lessons learned.

**Task 14 Deliverables**

1. Initial Applicant Information entered into Facility Database
2. Shortlist of applications to advance to Full Proposal Development
3. Draft Initial & Full Proposal Packages (for MCA)
4. Final Initial & Full Proposal Packages (sent to TEP)
5. Draft and Final Round 1 Portfolio Report (sent to TEP)
6. Final Task Report
7. Final grants information entered into Facility Database
   * 1. **Task 15 – Convene and Administer TEP**

The GM, in coordination with MCA-Niger, will convene and administer the Technical Evaluation Panel to review the Full Proposal Assessment Packages including:

* Convening a diverse TEP with appropriate skillsets and provide training to ensure consistency of standards for review of proposals among TEP members in accordance with the Operations Manual.
* Managing all logistical preparations, including travel arrangements for TEP members, etc.
* Managing all administrative aspects, including development of an agenda, overseeing TEP deliberations, and recording discussions.
* Providing a written notification to the applicants informing the outcome of their proposal.
* The GM will conduct final verification that proposals recommended by the TEP comply with all criteria in the Operations Manual and update any elements of the proposal including budgets, timelines and other assessments as required.
* MCA-Niger shall be responsible for TEP member time compensation
* Provide any specialty technical support personnel as necessary (GSI, environmental, etc.)

**Task 15 Deliverables**

1. Summary Report of training delivered to TEP
2. Draft and Final TEP Report based on the TEP’s deliberation and recommendations
3. Finalization of Full Proposal Packages per TEP recommendations
   * 1. **Task 16 – Facilitate CRA Regional Financing Committee (CRAF) Review of Round 1 Portfolio & MCA-Niger Non-Objection.**

While the GM shall not directly convene the CRAF, it shall be responsible to work with CRAP UCP and embedded MCA Grants Management staff to liaise with the CRAF and to provide it with all of the documentation associated with the TEP approved Round 1 Portfolio in order to facilitate CRAF portfolio review. After CRAF review, the GM shall prepare the necessary documentation and work with the MCA-embedded Grants Management staff to obtain no objection from MCA Niger. The GM shall document all steps undertaken to complete this task and document the input given by the CRAF and decisions made by MCA Niger in the grants database.

**Task 16 Deliverables**

1. Draft and Final CRAF & MCA-Niger deliberations report including summary of recommendations made by the CRAF and final decisions made by MCA Niger. The respective bodes (CRAF and MCA Niger) must formally approve the contents of these reports.
2. Incorporate any updates to the Grant Portfolio as required post CRAF portfolio review and MCA-Niger approval.
   * 1. **Task 17 – Complete Grant Award Process (Round 1)**

Following MCA-Niger non-objection to the Round 1 Portfolio, the GM will support MCA-Niger in the negotiation of Grant Agreements with each applicant. The GM shall have worked with MCA-Niger and MCC Legal to develop a standard Grant Agreement Template as an annex to the CRA Grant Facility Operations Manual that can be customized for each grantee proposal. In accordance with the Operations Manual, the Grant Agreement will specify the conditions for the award of the grant, including project scope, tasks, roles and responsibilities, milestones, disbursement schedule, expected outputs, termination conditions, monitoring requirements, etc. A key step in effecting compliance is incorporation of enforceable covenants in grant agreements obligating the grantees to adhere to ESP, M&E, and project & financial reporting standards.

* The GM will work with selected applicants to complete Grant Agreements, and submit to MCA-Niger for approval.
* The GM will work with MCA-Niger and selected grantees to facilitate signature of the Grant Agreements.
* The GM will organize any formal ceremonies of signing of Grant Agreements and will ensure the publication of notices of awards, including the names of the recipients, the brief description of the selected projects and the grant amount (on the website of MCA-Niger and other organizations).

**Task 17 Deliverables**

1. Draft and Final Grant Agreement for each selected grant
2. Formal communications and ceremonies associated with the finalization of the grants

**NOTE: It is anticipated that Tasks 12-17 shall be completed no later than within an 8-month period starting from the beginning of Option 1.**

* + 1. **Task 18 – BDS Services Phase 3 Implementation (Round 1 Portfolio)**

Based on the successful completion of all of the above-mentioned tasks, the GM administer Phase 3 (Implementation) BDS services for Round 1 Portfolio based on the Full Proposal Packages/Grant Awards, and in accordance with the implementation requirements of the individual grants.

* GM (whether directly, through subcontracted partners, or some combination thereof) shall provide basic BDS support/backstopping, capacity building, and technical assistance to ensure that all awarded grants successfully meet key milestones, receive payment and attain desired results, outputs and outcomes.
* Work shall include in-field support at both the technical and business support/project management levels, including grantee-specific advisory services, targeted management backstopping, and business development services as well as administering business development/project implementation training to groups of grantees through existing CRA program mechanisms. These services however should not substitute for grantee management and direction of the project, or lessen grantees’ responsibility for successful implementation of the project. BDS services should focus on building management capacity within grantees and backstop major risks.
* The GM shall build sustainable capacity within the grantee that will persist after the BDS ends, but shall not to implement the project on behalf of the grantee directly. As a result, MCC will expect that the proposed BDS support is more involved in the first few months of grant implementation, and then levels off, with potential surge periods as needed throughout the implementation phase. This support shall be critical to the GM’s ability to successfully fulfill contract objectives.

**Task 18 Deliverables**

1. Successful implementation of grants within the Round 1 Portfolio
2. BDS Report summarizing implementation results and support provided to Round 1 grantees
   * 1. **Task 19– Oversight & Monitoring of Grants (Round 1)**

In accordance with the Operations Manual, the GM will be responsible for actively monitoring the implementation of the grants post-award and tracking milestones linked to disbursement schedules per the Grant Agreements.

* Develop and implement an Oversight and Monitoring Plan to ensure effective oversight, monitoring of project implementation and use of grant funds per Facility Operations Manual. The Oversight and Monitoring Plan should include:

Process for reviewing grantee's technical and financial progress reports to: (1) track technical progress against approved work plan; (2) ensure compliance with the grants’ terms & conditions and other MCA-Niger's requirements; and (3) flag issues and risks to be addressed.

An initial review of grantee spending/delivery against approved grant agreement budget restrictions (including reporting and tracking of cost sharing costs from the Facility and the grantee) and provide analysis to MCA-Niger.

Comprehensive disbursement request management including review of all grantee technical and financial reporting documents supporting requests for disbursement and provide a recommendation to MCA-Niger as to whether all objectives have been met and the amount requested is consistent with the various Grant Agreements and/or the expenses incurred.

Periodic financial reporting consistent with the schedule of MCA-Niger’s monthly and quarterly reporting to MCC and other stakeholders. This should include identification and reporting to MCA-Niger on expenses which are potentially unallowable, unreasonable or inconsistent with the terms and conditions of the various Grant Agreements to help support MCA-Niger’s determination on these issues.

In addition to desk research, an oversight and monitoring schedule for announced and unannounced grantee monitoring visits conducted by the GM, CRA UCP, and MCA-Niger embedded staff to monitor status and technical progress of grantee projects and compliance with environment, health, safety, and social standards. The schedule should cover all grantees, grantees receiving more or less visits depending on complexity and risk of projects.

Development of standard checklist and reporting framework for monitoring visits, covering key elements of grantee performance, identification of risks/issues, and compliance with all applicable standards and processes.

For those projects involving works, process for supervising works and ensuring proper safeguards, including oversight visits as necessary. Visits should be made on a frequency commensurate with the complexity and risks of each project, and at critical stages in construction for more complex projects.

Process for collection and review of data for Quarterly Indicator Tracking Table in accordance with the MCA-Niger M&E Plan.

Process to manage risks with early warning mechanism, mitigation plan, and corrective actions, potentially including grant amendment, suspension and/or termination as per the Operations Manual.

* Use the Facility Database created during the Inception Period to record and track all grants, including the implementation status, outcomes and benefits generated from projects funded by Facility grants.
* Work with MCA Procurement and Procurement agent to oversee the implementation of the Procurement Plan for the CRA Grant Facility, including ensuring establishment of necessary IDIQ or other MCC procurement mechanisms by Procurement Agent and completion of individual grants procurements by Procurement Agent.
* Support settlement of grievances arising from the Facility, in coordination with MCA-Niger and as per MCA-Niger's grievance mechanism.
* Serve as a critical point of contact to facilitate audit requests made of grantees for annual and ad-hoc independent audits (financial and/or performance) by auditors engaged by MCC, its agents, MCA-Niger, the Government of Niger, and/or the MCC Office of Inspector General. Inherent in this role are regular reviews of grantee record keeping to ensure that documentation can be provided in a timely manner.

**Task 19 Deliverables**

1. Draft and Final Oversight and Monitoring Plan
2. Standard checklist and reporting framework for oversight and monitoring visits
3. Facility Procurement plan – Working with MCA Procurement and Procurement agent to establish plan for IDIQs and any procurements needed for in-kind disbursement of grants, and ensuring implementation of this plan
4. Regularly updated Facility Database
5. Grant recording/tracking system (element of Facility Database)
   * 1. **Task 20 - General Management and Reporting to MCA-Niger**

The GM will report to MCA-Niger on progress of the Facility via comprehensive grants administration reporting, including key milestones met, risks, and financial status. This will require a technical review of grantee progress against milestones according to the standards required by the Operations Manual.

The GM will also ensure compliance with provisions of the Operations Manual including key procedures relating to governance, fraud, corruption, ethics and financial control. The GM will make recommendations to MCA-Niger for disbursement (or non-disbursement) of grant tranches at milestones identified in the grant agreements.

* The GM will prepare and submit to MCA-Niger, Quarterly Progress Reports (QPRs) that align with MCA-Niger’s Compact disbursement cycle. QPRs should reflect both the GM’s independent assessment of program and grantee progress as well as information from grantee reports. QPRs should include but are not limited to:
  + Execution of work plan and operational budget for all work accomplished by the GM and any consultants during the reporting period
  + Grant progress, achievements and challenges, status of existing and new grants, outstanding issues, risks and mitigation measures taken or planned.
  + Summary of grantees’ financial compliance and grants delivery rate under their portfolio for the previous, current and next reporting period.
  + Cash flow estimations to support MCA-Niger reporting to stakeholders, including but not limited to MCC Quarterly Disbursement Requests.
* The GM will prepare and submit to MCA-Niger an Annual Review and Planning Report and will facilitate an annual review/planning session each year, which will include participation of selected key team members, grantees, and other stakeholders in the assigned regions.

**Task 20 Deliverables**

1. Regular and ad hoc cash flow estimations to support MCA-Niger reporting to stakeholders, including but not limited to MCC Quarterly Disbursement Requests.
2. Quarterly Progress Reports, with grantee financial and project reports annexed
3. Documented record of all communications with grantees
4. Written record of any Facility Program grievances brought to GM’s attention (to include any response made by GM and referrals to MCA-Niger) as per MCA-Niger’s Grievance Mechanism.
5. Annual Review and Planning Report

* + 1. **Task 21 – Implement Monitoring & Evaluation**

As the focus and objectives of the Facility evolve over time, the GM will collaborate with MCA-Niger and MCC to re-examine the expected program logic/theory of change for the different grant windows. This program logic shall outline all of the expected outputs as well as short, medium, and long-term outcomes for the Facility, and will be documented in the Facility M&E Plan. As implementation progresses, any changes to monitoring indicators (including source information, targets or baselines, etc.), evaluation plans, or other components of the M&E Plan must be formally documented, and approved, in an amendment to the M&E Plan. All amendments must be approved by both MCA-Niger and MCC. The GM will work with MCA-Niger and MCC to ensure that the Facility M&E Plan remains consistent with the overall Compact M&E Plan.

* The GM shall provide at least quarterly updates (including source documentation) for all monitoring indicators included in the Facility and/or Compact M&E Plans.
* The GM must also collaborate with MCC’s Independent Evaluators. All MCC Projects are subject to an independent evaluation by a firm contracted directly by MCC. Though independent, MCC’s Independent Evaluators rely on the collaboration and participation of project implementers, including the GM. Thus, full cooperation of the GM with the Independent Evaluators is expected.

**Task 21 Deliverables**

1. Quarterly Updates on Progress towards Monitoring Indicators, as outlined in the M&E Plan.
2. Amendments to the Facility M&E Plan as needed
   * 1. **Task 22 – Round 1 Portfolio Closure**

The GM will be responsible for an orderly closure of the Round 1 Portfolio of grants including developing plans to ensure sustainability for each grantee.

* Prepare and execute a Round 1 Portfolio Closure Plan that includes:
  + Facilitate and ensure smooth closure of projects, including supporting finance and asset management, BDS and transfer arrangements (if applicable).
  + Follow closure requirements of M&E, Econ, ESP, and GSI plans.
  + Provisions for sustainability of each grant project
  + Detailed plan for communications with grantees and other stakeholders, including public announcements regarding the end of the grants,
  + Process for orderly closure of payment mechanisms to grantees
  + Compliance with any official legal requirements governing relations between the GM and grantees
  + Compliance with Independent Evaluation studies to be conducted by MCC after Round 1 closure
  + Facilitation of and compliance with MCC & MCA monitoring and evaluation data collection and reporting.
* Prepare a Round 1 Closure Report, which should describe all activities undertaken during the contract period, including a description of methodology and actual vs. expected/intended results, lessons learned, performance indicators, recommendations for Round 2, etc.

**Task 22 Deliverables**

1. Draft and Final Round 1 Portfolio Closure Plan
2. Draft and Final Round 1 Closure Report
   1. **Tasks & Deliverables (Option 2 Period) October 2018 – March 2021 (30 months total, 13 months without overlap)**

* + 1. **Task 23 – Second Grant Cycle RFIA (including Phase 2 & 3 BDS for Round 2 Grants)**

It is anticipated that there will be a second RFA process in order to allow sufficient opportunity for beneficiaries of other complementary compact activities (e.g. Management Services and CRA commune investments) that were not yet ready during the first cycle to apply for the grant.

Decision for the release of Option 2 will occur no later than April 2019, with Option 2 commencing around May 2019. Given the experience from administering Round 1, Round 2 Selection & Award is projected to be completed within six months of Option 2 commencement (around November 2019), with Round 2 Implementation commencing in November 2019 for a 24 month period.

The LOE estimates for each Option Period attempt to separate out the level of effort required for each option period independently, including the 17 months overlap between the periods. However, it is difficult to entirely separate as there is a base level of effort that is needed regardless of the number of grants awarded, that does not scale linearly. Therefore, Option 2 should be seen as comprising the estimated marginal level of effort on top of Option 1 that is needed to execute a second grant cycle. The GM will do the following if Option 2 is released:

* Conduct second grant selection, award, and implementation round to include all work defined above within Option 1 for Round 2 Grant Cycle (not including Tasks 1-11).

**Task 23 Deliverables**

All Deliverables as defined above in Tasks 12-22, repeated for Option 2 (second grant cycle), with abbreviated execution of Task 11 Outreach and Market Intelligence. (Tasks 1-11 excluded in second cycle).

* + 1. **Task 24 – Entire Facility Closure**

The GM will be responsible for an orderly closure of the entire Facility including developing plans to ensure sustainability for each grantee.

**Task 24 Deliverables**

1. Draft and Final Facility Closure Plan in accordance with Task 22 deliverables, but for the entire Facility.
2. **DELIVERABLES**
   1. **Overview of Deliverables**

Following the signing of the Contract and issuance of the Notice to Proceed (“NTP”), the consultancy will be launched with a formal kick-off meeting at a location to be determined by MCA (most likely Niamey, Niger). The GM will be represented by the Team Lead and available Key Personnel. The purpose of the kick-off meeting will be to address any questions about the Contract or scope of work and to clarify expectations regarding the study.

The below table summarizes the Deliverables and Reporting Requirements, which are described more fully above, along with their Due Dates:

* 1. **Period of Performance**

The services under this contract are expected to be conducted for an Inception Period and several option periods of varying calendar months if MCA-Niger chooses to exercise them. The GM may propose adjustments to the timing and schedule of deliverables outlined below, provided that any alternative schedule will meet MCA-Niger’s requirements.

The GM will be expected to be available during the period of performance and will be responsible for management of the services. This includes supervision and management of the consultancy, liaison with MCA-Niger and other parties, office management, and ensuring quality control of services. As part of project management, a number of meetings between MCA-Niger and the GM may be scheduled at any point in time. The GM will produce minutes of all such proceedings.

* 1. **Payment Schedule**

The GM will produce the reports described in the section above and listed in the table below to the highest international technical standards. The following is the list of deliverables that are expected from the GM, their approximate submission dates, and the associated payments. The GM will propose a schedule for precise times of submission in the Inception Period Work Plan.

The GM should note that payment of fees for the services is linked to approval of individual deliverables by MCA. The GM should note that all reports will be considered draft until they are reviewed and approved by MCA-Niger. MCA-Niger will coordinate comments from other reviewing parties (e.g., IEs, MCC, etc.).

It is the intention of MCA-Niger to provide comments on all draft reports within two weeks of receipt of the drafts; the GM will then be required to issue the finalized report within two weeks thereafter, taking into consideration the comments provided.

* 1. **Presentation of Deliverables**

The GM will present deliverables according to the suggested schedule presented below. The Inception Period Work Plan included in the first deliverable will outline a deliverable schedule in more detail, including any necessary adjustments. All draft deliverables will be submitted electronically and all final deliverables will be submitted electronically and with 5 hard copies to be delivered to MCA-Niger in Niamey. Deliverables will be considered “draft” upon initial receipt and should be designated as such. Drafts will be reviewed and accepted by MCA-Niger, or comments will be provided back to the GM within 10 working days from the receipt of the report. Once the GM has received input on the draft documents, the GM will address the comments and provide the final deliverables as required and within agreed time frames. In addition, presentations to MCA-Niger management could be required from time to time. All deliverables for this service will be submitted in French. The contract number will be placed on each package, report, or other deliverable.

In general, all electronic documentation will be accessible via: (1) MS Windows based MS Office 2003 (or later) products, including Word for text, Excel for spreadsheets and data tables, PowerPoint for presentations and Project for schedules; (2) JPG format for digital photos; and (3) ArcView files for GIS data as well as PDF versions. Any raw data not submitted through spreadsheets should be submitted in either Microsoft Access (\*.accdb file), SBDSBDS (\*.dta file), or SPSS (\*.sav file). Any other format(s) must be agreed upon by MCA-Niger.

**Schedule of Deliverables**

|  |  |  |
| --- | --- | --- |
| **No** | **Reports and Deliverables** | **Week or Month Due** |
| **2.1 Inception Period (Week 0 – Week 28),** beginning from date of commencement of services | | |
| 2.1.1 Task 1 - Mobilization and Preparatory Work | Inception report including: | Draft 6  Final 8 |
| Draft and Final Work Plan |
| Inception Period staffing in place and operational home office in Niamey |
| Kick-off meeting completed |
| 2.1.3 Task 2 - Development of Facility Communications and Stakeholder Engagement Plan | Draft & Final CSE Plan, including staffing plan to execute | Draft 10  Final 12 |
| 2.1.9 Task 3 – Grants Management Staff Technical Training Plan | Draft & Final Grants Manager Staff Training Plan | Draft 10  Final 12 |
| 2.1.2 Task 4 - Development of the Facility Operations Plan/Manual | Draft Operations Manual with all annexes and templates (building on existing draft) | Draft 20  Final 26 |
| Final Operations Manual and update of other key pre-existing documents |
| 2.1.4 Task 5 - Finalization of the Facility ESMS & Land Tenure Strategy | Draft & Final Facility ESMS Land Tenure Strategy/Framework | Draft 18  Final 22 |
| 2.1.5 Task 6 - Development of a Strategy to Provide BDS to Applicants | Draft and Final Phase 2 and 3 (Implementation) BDS Strategy including identification of additional BDS providers | Draft 24  Final 28 |
| 2.1.6 Task 7 - Support Finalization of an Economic Analysis Plan | Incorporation of ERR data collection & calculation templates into application and proposal development materials | Draft 18  Final 24 |
| A list of all primary and secondary data to be used in the ERR calculations |
| 2.1.7 Task 8 - Support Finalization of an M&E and Data Collection Plan | Draft & Final Facility M&E Plan  Updated Facility M&E Plans, as necessary | Draft 18  Final 24 |
| 2.1.8 Task 9 - Support Finalization of an Facility GSI Plan | Draft & Final GSI Plan | Draft 18  Final 24 |
| 2.1.10 Task 10 – Technical & Administrative Support to the Project Selection Panel (TEP) | Plan for managing the TEP including identifying, constituting and convening members. | Week 24 |
| Protocol/operating procedures for TEP, which should be annexed to the Operations Manual |
| TEP established, including administrative, technical and logistical support & both core and supplementary roster of experts | Week 28 |
| 2.1.11 Task 11 – General Management, Oversight, Monitoring & Reports | Ongoing meetings, monthly inception progress reports and documentation. | Week 0-28, monthly |
| Plan for grants administration & disbursement management, including disbursement management system | Draft 18 Final 24 |
| Draft & Final Facility Database | Draft 18  Final 24 |
| 2.1.12 Task 12 – Implementation of Phase 1 BDS Support (Marketing, Due Diligence, and Demand Building) | Draft & Final Phase 1 BDS Report & Budget Estimations | 22 Draft  26 Final |
| Draft & Final Market Intelligence Report including Summary of Procurement Needs | 22 Draft  26 Final |

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| **2.2 Option 1 Period (Selection & Award – Week 29 – 60)** | | |
| 2.2.1 Task 13 – Launch of RFIA | Draft & Final RFIA\*  Launch of the RFIA  \**Should begin drafting at end of Inception period* | 26 Draft  29 Final/ Launch |
| Summary Reports of Information Sessions held and documentation of questions received and responses sent to applicants  Package of all proposals received, and notification letters sent. Documentation of all proposals in database. | 34 |
|
| 2.2.2 Task 14 – Initial Screening/Shortlisting of Applications, Proposal Development Assistance, and Preparation of Proposal Packages for TEP | Shortlist of applicants to advance to Full Proposal Development. | 37 |
| Draft Initial & Full Proposal  Packages (Draft to MCA for review)  Draft Round 1 Portfolio Report (Draft to MCA for review) | 44 |
| Final Initial & Full Proposal Packages (sent to TEP)  Round 1 Portfolio Report (sent to TEP)  Final Task Report  Information entered into Final Facility Database | 46 |
| 2.2.3 Task 15 – Convene and Administer TEP | Summary Report of training delivered to TEP | 45 |
| Draft & Final TEP Report based on the TEP’s deliberation and recommendations (1st Grant Round) | 50 |
|
| Finalize full proposal packages per TEP recommendations | 52 |
| 2.2.4 Task 16 - Facilitate CRAF Review | Draft CRAF & MCA-Niger deliberations report and updated Grant Portfolio summary | 54 |
| Final deliberations report and approved Grant Portfolio incl. option for MCC “fatal flaw” No Objection review | 56 |
| 2.2.5 Task 17- Complete Grant Award Process | Draft Grant Agreements for each approved grant | 58 |
| Finalized Grant Agreements for each selected grant, including all formalities | 60 |

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| --- | --- | --- |
| **2.2 Option 1 Period (Implementation – Week 61 + 24 months)** | | |
| 2.2.6 Task 18- BDS Services Phase 3 Implementation (Round 1) | Successful formal completion of Round 1 grants  Round 1 BDS Implementation Closure Report (summarizing BDS implementation) | Wk 60 - Closure, Quarterly |
| 2.2.7 Task 19- Oversight and Monitoring of Grants | Draft and Final Oversight and Monitoring Plan | Wk 60 - Closure, Quarterly |
| Standard checklist and reporting framework for oversight and monitoring visits, and completed monitoring reports |
| Regularly updated Facility Database |
| Grant recording/tracking system (element of Facility Database) |
| Support to develop Facility Procurement Plan and ensure implementation of plan |
| 2.2.8 Task 20-  General Management and Reporting to MCA-Niger | Regular and ad hoc cash flow estimations to support MCA-Niger reporting to stakeholders, including but not limited to MCC Quarterly Disbursement Requests. | Wk 60 - Closure, Quarterly |
| Quarterly Progress Reports summarizing program and grant progress, risks and issues, including summary of grantee reports as annex |
| Documented record of communications with grantees |
| Written record of any Facility Program grievances brought to GM’s attention (to include any response made by GM and referrals to MCA-Niger) as per MCA-Niger’s Grievance Mechanism. |
| Annual Review and Planning Report |
| 2.2.9 Task 21 - Implement Monitoring & Evaluation | Quarterly Updates on Progress towards Monitoring Indicators, as outlined in the M&E Plan. | Wk 60 - Closure, Quarterly |
| Amendments to the Facility M&E Plan as needed |
| 2.2.10 Task 22 – Round 1 Portfolio Closure | Draft & Final Round 1 Portfolio Closure Plan Draft & Final Round 1 Portfolio Closure Report | End of Period |

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| **2.3 Option 2 Period (2nd Round of Grants Process – Month 22 + 30 Months (17 mths of Option 1 overlap, 13 mths without overlap)** | | |
| 2.3.1 Task 23 – Second Grant Cycle RFIA (including Phase 2 & 3 BDS for Round 2 Grants) | Successful completion of abbreviated market intelligence/ outreach phase | Month 24 |
| Successful Completion of all Selection & Award Phase Deliverables as noted from Option 1(Tasks 13-17) | Month 28 |
| Completion of all Implementation Phase Deliverables as noted from Option 1 (Tasks 18-22) | Month 22- closure, quarterly |
| 2.3.2 Task 24 – Facility Closure | Facility Closure Plan | Month 50 |
| Draft and Final Facility Closing Report |

1. **STAFFING AND KEY PERSONNEL**
2. 1. **Staff**

The GM will require a staff with expertise in a) grants program management and b) technical assistance in the fields of agriculture and small enterprise development, notably those covered by the Facility.

* + 1. **Overview**

The GM will assemble a team of both key and other personnel with in-depth international expertise in the areas noted below, local and regional knowledge, fluency in French, fluency in local languages for Business Development Services staff, and sufficient technical and administrative support throughout the term of the contract.

The GM and its staff will be based in Niamey, and provide services throughout the national territory. Support services can also be provided from the headquarters of the GM.

Additional staff and staffing requirements should be proposed by the GM as necessary and based on the GM’s proposed methodology and approach that will achieve the objectives of the assignment. To the extent that additional personnel, representing other disciplines, are needed after contract award to carry out any of the tasks, the GM must present for MCA-Niger’s approval both the qualifications and billing rates for such new personnel. The total level of effort should not be changed and the GM should budget for the possibility of extra consultants in the proposal. The GM must provide and maintain all Key Personnel. Any changes are subject to prior approvals by MCA-Niger in accordance with the terms of the contract.

Tenderers may propose their own organizational structure (or staffing plan); However, MCA-Niger wants to have a structure that will allow rapid assessment of the performance of individuals and teams throughout the program. It is expected that the GM employs at least a Team Leader/Program Manager and a Small-Scale Agricultural Expert who may also serve as Deputy Program Manager for the Facility. The GM can offer its own arrangement for staff in charge of the management and control of the program, subject to the approval of MCA-Niger. MCA-Niger may request the replacement of any key staff when repeated and documented non-performance occurs.

MCA-Niger, in consultation with MCC, will approve the structure of the project team, qualifications, and the level of staffing. Subject to the approval of MCA-Niger, the GM will have the opportunity to revise its staffing needs at the end of the Inception Period, or when deemed necessary by MCA-Niger.

* + 1. **Key Personnel**

The GM must provide the necessary staff to perform the services described in these Terms of Reference. The technical staff may also be part-time with LOEs that vary depending on the phase of project implementation, as suggested in the tables below. To keep a lean footprint the GM should make reasonable decisions about hiring part-time staff with multiple specializations or several areas of related expertise. Below is a summary of Key Personnel and indicative estimated LOE for each contract period, followed by more detailed position descriptions in the charts below.

**Grants Management and Technical Specialist Key Personnel**

* 1 Team Leader/Program Manager
* 1 Small-Scale Agriculture Expert/Deputy Team Lead
* 1 Grants Admin Specialist
* 1 M&E and Economics Specialist
* 1 Environmental and Social Performance, and Land Tenure Specialist (*if this experience is not available in one person, the GM may propose to split the allocated LOE into two roles – ESP and Land Tenure)*
* 1 Gender and Social Inclusion Specialist
* 1 Communications and Outreach Specialist (*may be combined with another “key personnel” role if candidate as the appropriate expertise for both roles)*

**Business Development Services Team Key Personnel**

* 3 Lead Small Enterprise Development Specialists

**Indicative LOE[[17]](#footnote-18) for Key Personnel**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Role | Inception Period LOE (7 mths) | Option 1 – Selection Phase LOE (8 mths) | Option 1 – Implementation Phase LOE (24 mths, 17 overlapping) | Option 2[[18]](#footnote-19) LOE (30 months total, 13 without overlap) |
| Team Leader/Program Manger | 85-100% for 7 m (6 to 7 man-months) | 100% for 8 m (8 man-months) | 100% for 7 m 90% for 17 m (~22 man-months) | 10% for 17 m 50% for 11 m (~7 man-mths) |
| Small-Scale Ag Expert/Deputy Team Lead | 50% for 6 m (3 man-months) | 100% for 8 m (8 man-months) | 100% for 7 m 100% for 17 m (24 man-months) | 100% for 13 m (13 man-mths) |
| Grants Administration Specialist | 50% for 4 m (2 man-months) | 100% for 8 m (8 man-months) | 100% for 7 m 80% for 17 m (20.5 man-months) | 20% for 17 m 50% for 13 m (10 man-mths) |
| M&E and Economics Specialist | 50% for 4 m (2 man-months) | 60% for 8 m (~5 man-mths) | 30% for 7 m 30% for 17 m (~7 man-mths) | 12% for 17 m 20% for 10 m  (~4 man-mths) |
| Environmental, Social Protection, and Land Tenure Specialist[[19]](#footnote-20) | 30% for 3 m (~1 man-month) | 75% for 8 m (~6 man-mths) | 50% for 7 m 35% for 17 m (~9.5 man-mths) | 15% for 17 m 10% for 10 m (3.5 man-mths) |
| Gender and Social Inclusion Specialist | 30% for 3 m (~1 man-month) | 60% for 8 m (~5 man-mths) | 30% for 7 m 20% for 17 m (5.5 man-mths) | 12% for 17 m 10% for 10 m (~3 man-mths) |
| Communications and Outreach Specialist | 80% for 5 m (4 man-months) | 30% for 8 m (2.5 man-mths) | 10% for 24 m (~2.5 man-mths) | 40% for 1st 7 m (~3 man-mths) |
| Lead Small Enterprise Development Specialists (3) | 100% for 5 m (15 man-months total) | 100% for 8 m (24 man-mths) | 75% for 7 m 75% for 17 m (54 man-mths) | 45% for 12 m (~16.5 man-mths) |

**Grants Management Key Personnel Qualifications**

These key personnel on the Grants Management Team will be based in Niamey for both the Inception Period and the Option Periods:

|  |  |
| --- | --- |
| Role | Qualifications |
| Team Leader/ Program Manager | -At least 12 years of applicable program management experience, with at least 5 years in a Team Lead or comparable role, with experience managing complex inter-disciplinary development projects, including experience managing grants or agricultural financing programs with proven successful outcomes  -Master’s degree in international development, management or a similar field  -Extensive knowledge of and experience in international best practices in program management of development programs, in particular competitive grant or loan financing and small-scale business development programs  -Strong organizational and process/project management skills  -Experience in smallholder agricultural development and/or MSME development is highly desired.  -Close-to-native-level fluency in French required and fluency in English is highly desired. Facility in local languages (Haousa, Djerma, etc.) is a bonus  - Significant experience operating in francophone West Africa and the Sahel region, with strong preference for experience in Niger. |
| Small Scale Agriculture Expert (Also designated as Deputy Team Lead) | -College degree in business, agricultural development, or a related field, with preferably a Masters or other advanced degree.  -Expertise in small-scale agriculture and agribusiness development, with business acumen and experience in agricultural financing, business development support, and/or value chain development  -At least 10 years’ experience in agricultural development, small enterprise development, grants program management, agricultural financing or a related field, with substantial field experience and direct interaction with beneficiaries -Experience managing projects and leading teams -At least 7 years’ experience operating in the Niger and West African context -Native level fluency in French is a requirement and fluency in local languages is highly preferable. |

**Technical Specialist Key Personnel Qualifications**

The following positions are key technical personnel on the Grants Management Team, who will be part-time. They shall work with their technical counterparts employed by MCA-Niger for implementation of grant-related activities.

|  |  |
| --- | --- |
| Role | Qualifications |
| Grants Administration (GA) Specialist | –At least a university degree in accounting, finance, management or a closely related field  -No less than 7-8 years of experience in the administration of grants, including managing operational budgets, managing disbursements, cost allocation and tracking, experience with procurement procedures, and grant reporting to international donor stakeholders  -Experience in developing countries and in Sub-Saharan Africa is highly preferable.  -Native level fluency in French is a requirement. |
| M&E and Economics Specialist | -One person who could fulfill the role of both M&E specialist and Economic specialist who work closely with the MCA Niger M&E/Econ team and MCA Niger CRA-embedded M&E specialists  -At least a graduate level degree in economics, financial analysis, statistics, M&E, or other relevant field  -No less than 10 years of experience, with experience in both economic analysis and M&E, including at least 4 years in the agricultural and small enterprise sector  -Experience developing program logics/theories of change, identification of high quality indicators for performance monitoring, tracking indicators, and conducting data collection and analysis.  -Experience developing ERR and cost benefit analysis models for agricultural enterprises, and should be able to perform economic analysis for simple agricultural enterprises (input supply, production, and value add) quickly and efficiently  -Experience in a similar role in developing countries and data-poor environments, preferably in Sub-Saharan Africa  -Significant experience in software packages relevant to the position is also required (packages include Excel, SPSS, SBDS, SAS, etc.)  - Fluency in French req’d. Native languages desirable. |
| Environmental, Social Protection, and Land Tenure Specialist \**Note that if person cannot be found with the right qualifications for both ESP and Land Tenure, GM can split this into two roles without increasing overall LOE.* | -Advanced degree in environmental issues, land rights/land tenure, or other similar field.  -At least 7-8 years experience with environmental protection, land and water use, health and safety, and land tenure related issues in a development context.  -Familiarity and past application of IFC performance standards or World Bank Operational Policies in an environmental and social performance context, IFC PS experience highly preferred.  -Experience with small-scale agricultural and agribusiness development projects preferred.  -Experience in a similar role in development countries, preferably in the Sahel or West Africa.  - Fluency in French required. Native languages desirable. |
| Gender and Social Inclusion (GSI) Specialist | -Advanced degree in social sciences discipline with a gender and social inclusion focus (anthropology, sociology, women’s studies, community development, etc.)  -At least 7-8 years of experience conducting social and gender assessments and trainings, and monitoring and oversight of implementation of project level social and gender integration plans  -Experience undertaking analysis of economic, social and gender inequalities at the household and community levels, livelihood generation, and economic opportunities for women  -Demonstrated success using participatory development approaches and consultative methods  - Experience in a similar role with an established international development organization in Sub-Saharan Africa.  - Fluency in French req’d. Native languages desirable. |
| Communications/Outreach Specialist | -Degree in journalism, communications, public policy, community development, or other relevant field  -At least 7 years’ experience designing and implementing communications strategies for similar projects and managing stakeholder engagement  -Experience with grassroots community-level communication to illiterate or low literacy populations  -Experience in community development, training, behavior change, or similar field highly desired  -Experience in a similar role in developing countries in Sub-Saharan Africa.  -Fluency in French and in native languages (eg. Haousa, Djerma) required |

All the above listed personnel must be fluent in written and spoken French. Fluency in spoken and written English will be considered an advantageous qualification for key personnel.

The team is expected to use local and international staff in order to have optimum access to local stakeholders and also to facilitate the development of local expertise.

**Business Development Services Key Personnel Qualifications**

In addition, the GM will need to establish a strong locally-based Business Development Services (BDS) team, who will be able to work closely with grant applicants and grantees in communes in four (4) regions of Niger – Dosso, Tillaberi, Maradi, and Tahoua (see annex for map of specific intervention locations). It is anticipated that at least 3 Business Development Services team members (the Key Personnel noted in 4.2.1 above) will be required to execute the Phase 1 BDS tasks outlined in section 2.1 above during the Inception Period. During Option Periods 1 and 2, additional BDS personnel shall be added to ensure full staffing for program implementation. Note that each business development team will cover one region during program implementation and should be located near the CRA Grant Facility Communes in that region. This may require co-location with the regional CRA UCP staff in each of the four the CRA Regional offices.

All Business Development Services Staff will require the following types of expertise:

* Business plan development
* Budget development, accounting, and financial analysis
* Small-scale agricultural financing
* Workplan development
* Subject-matter experience in smallholder agriculture and agribusiness
* MSME business advisory experience
* Agricultural value chain development
* Small enterprise and rural capacity building
* Fluency in French and local languages (Housa, Djerma, and any other languages commonly spoken in areas of program implementation)

It is recommended that BDS positions are filled by Nigerien staff with strong local context and understanding of the regions where they will serve.

The Key Staff will have these specific qualifications:

|  |  |
| --- | --- |
| Role | Qualifications |
| Lead Small Enterprise Development Specialists (3)[[20]](#footnote-21) | -Will lead the provision of application/business plan development support and business development services to eligible applicants in their respective region of coverage, as well as provide monitoring and targeted capacity building/ technical advice/management backstopping to grantees during grants implementation  -University degree in a related area like business, agriculture, or accounting/management  -At least 7-8 years practical hands-on experience in agricultural value chain development, small business development, agricultural financing, or a related area, including specific experience with smallholders  -Experienced with developing business plans and budgets, basic financial analysis and financial modeling for small agricultural enterprises  -Should have a strong understanding of the local agricultural context, experience working with poor/marginalized populations and smallholders, and fluency in both local languages and French |

* 1. **Other Experts and Support Staff**

CVs for experts other than the Key Personnel (e.g., technical, administrative and/or support staff) are not examined during the evaluation process. However, consultants should include the position titles and brief descriptions for non-key personnel that are proposed as part of the team. Non-Key staff should only be proposed if the Grants Manager believes they fulfill an important role for the success of the facility that is not covered by the Key Personnel.

Note that if civil servants are proposed as experts, a proof from their employer that she/he will be on leave of absence for the duration of his/her assignment under this contract will be included in the technical proposal as well. No staff from MCA-Niger will be proposed as experts or supporting staff under this contract.

|  |  |  |
| --- | --- | --- |
| Role | Suggested LOE | Qualifications |
| Lead Small Enterprise Development Specialist | 1 additional specialist | See qualifications for Lead Small Enterprise Development Specialist above |
| Deputy Small Enterprise Development Specialists | 2-3 specialists, may be part-time | -The Deputy Small Enterprise Development Specialist(s) will work within the Business Development Services Team to provide application/business plan development support, business development services, and capacity building to eligible applicants and grantees in their region of coverage.  -Should have similar qualifications as the Lead Specialists, but with at least 6 years of experience. |
| Human/Community Development and Training Specialist; *Expertise can be filled by a Small Enterprise Development Specialists if qualifications are met.* | 1 specialist, should also be able to fill duties of deputy small enterprise specialist | -Can either be a Small Enterprise Development Specialist with specific experience in community development and/or training or an additional team member  -In addition to general familiarity with agricultural development and small enterprise development, the Specialist should have at least 6-7 years of specific experience in grassroots community and entrepreneurship development and experience working with women, youth, and marginalized populations  -College or Masters degree in education, community development, or a related field and should have experience designing/delivering training and capacity building programs in a rural development context  -Demonstrated understanding of the local agricultural and community context, native fluency in French and local languages |

1. **INPUTS, SUPPORT AND DOCUMENTS TO BE PROVIDED**
2. 1. **Inputs Provided by Grants Manager**

The primary duty location of the GM’s team will be Niamey and the GM’s home office. The GM is expected to have a presence in country during the period of performance.

The GM will be responsible for all the requisite staff resources; office space (unless otherwise provided by MCA-Niger through arrangements with CRA UCP); transportation (local and overseas) (in addition to any provided by MCA-Niger); accommodation; office supplies; communications; computers; translations/interpretation (if needed); insurance (as applicable); staff training; and other costs related to the undertaking of its responsibilities. All equipment and/or tools needed to undertake the studies, assessments, and analyses described herein will be provided by the GM at no additional cost.

* 1. **Contract Performance Monitoring**

The GM will have in place and maintain a Quality Control Plan (“QCP”) that covers, at a minimum, how the GM intends to meet the requirements of all performance objectives, monitor and proactively manage work requirements. It will also include the mechanism by which MCA-Niger will be notified of performance related incidents likely to affect quality of services or impact mission accomplishment. The GM will provide a copy of its QCP along with the Inception Period Work Plan. Any proposed changes to the QCP will be provided to MCA-Niger for review and comment no later than 10 working days prior to the effective date of the proposed changes.

* 1. **Support Provided by MCA-Niger and CRA UCP**

The GM’s primary point of contact for this assignment will be the MCA-Niger CRA Manager and the MCA-Niger Grants Management Embedded staff.

MCA-Niger will provide the GM the following information and support:

1. Access to all reports, data, and other necessary documents related to the assignment that may already be available including results of prior due diligence.
2. Letters of introduction to facilitate access to various stakeholders, ministries, governmental authorities and agencies whose activities and roles are essential to the mission of the GM.
3. Invitation letters as may be needed to support visa applications for entry and exit for the GM's expatriate staff.
4. Facilitation of issuance of any permit required for personnel of the GM to perform its tasks in Niger.

The CRA UCP will provide the GM the following services and support:

1. Space in 4 CRA regional offices for co-location of BDS personnel. The GM may be expected to contribute a pro-rated portion of the rent to the CRA UCP.
2. Access to experts in national and regional UCP offices and knowledge sharing regarding implementation of PASEC/CRA project and similar past Ministry of Agriculture projects (eg. PRODEX, PAC-3).
   1. **Documents to be Provided by MCA-Niger**

The GM will be provided all necessary Compact and other relevant documentation. These documents will include, but not be limited to, the following:

1. Directive General outlining general parameters of Grant Facility (available at <http://ucpmc.ne/wp-content/uploads/2017/06/DG-Niger-Facility-v-Dec-20.pdf>)
2. Draft version of CRA Facility Operations Manual and some technical annexes
3. Compact Agreement
4. Relevant MCC Policies: MCC Environmental Guidelines, MCC Policy for Monitoring and Evaluation of Compact and Threshold Programs, MCC Guidance for Economic and Beneficiary Analysis, MCC Guidance for Common Indicators, MCC Gender Policy and Gender Integration Guidelines (available on the website [www.mcc.gov](http://www.mcc.gov))
5. Applicable Due Diligence Studies and reports, including FinTrac Phase 2 and Phase 3 Due Diligence Reports, URC and Norda studies, and mission reports
6. Relevant CRA Activity Documentation, including World-Bank drafted CRA/PASEC Operations Manual

LIST OF ACRONYMS/ABBREVIATIONS

BDS Business Development Services

CA Constraints Analysis

CBA Cost-Benefit Analysis

DG *Directive General* (Guidance Document)

CGES CRA *Cadre de Gestion Environnemental et Social*

CDF Compact Development Funding

CP Condition Precedent

CRA Climate-Resilient Agriculture

EA Economic Analysis Team

EIF Entry Into Force

ESMP Environmental and Social Management Plan

ERR Economic Rate of Return

ESIA Environmental and Social Impact Assessment

ESMF Environmental and Social Management Framework

ESMS Environmental and Social Management System

ESP Environmental and Social Performance

FA Fiscal Agent

GIS Geographic Information System

GoN Government of Niger

GM Grants Manager

GSI Gender and Social Inclusion

IDIQ Indefinite Delivery Indefinite Quantity Agreement

IEA Implementing Entity Agreement

IFC International Finance Corporation

IRP Integrated Resource Plan

ITT Indicator Tracking Table

KPI Key Performance Indicator

M&E Monitoring & Evaluation

MCA Millennium Challenge Account

MCC Millennium Challenge Corporation

MFI Microfinance Institution

MOU Memorandum of Understanding

MSME Micro, Small and Medium Enterprise

NGO Nongovernmental Organization

PA Procurement Agent

PIA Program Implementation Agreement

PRAPS Regional Pastoralist Support Project

SME Small and Medium Enterprise

UCP *Unité de Coordination de Program*

UC-PMC *Unité de Coordination des Programmes du Millennium Challenge*

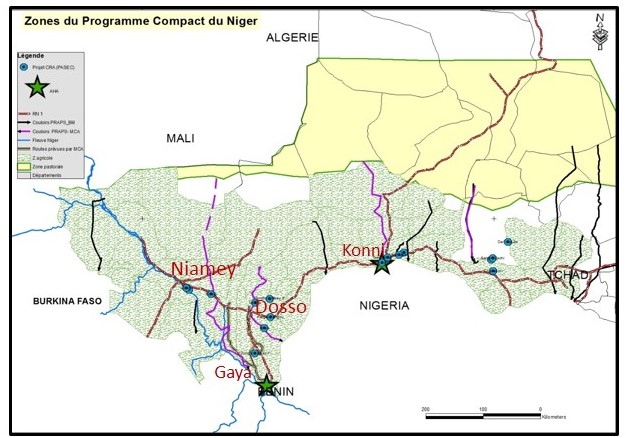
UNOPS United Nations Office for Project Services

USAID United States Agency for International Development

USG United States Government

WB World Bank

**Annex I: Map of Target Intervention Areas**



**PART 2: CONDITIONS OF CONTRACT AND CONTRACT FORMS**

|  |
| --- |
| CONTRACT AGREEMENT |

This CONTRACT AGREEMENT (this “Contract”) made as of the **[day]** of **[month]**, **[year]**, between **Unité de Coordination des Programmes du Millennium Challenge** (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]**

|  |
| --- |
| 1. 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” means an association of entities that forms the Consultant. 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” 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. “Member” means any of the entities that make up a joint venture or other association; and “Members” means all these entities. 18. “Party” means the MCA Entity or the Consultant, as the case may be, and “Parties” means both of them. 19. “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to perform the Services or any part thereof. 20. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented. 21. “Services” means the activities to be performed by the Consultant pursuant to this Contract, as described in Annex A to this Contract. 22. “Sub-Consultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services. 23. “Tax” and “Taxes” have the meanings given the terms in the Compact or related agreement. 24. “Trafficking in Persons” has the meaning given at GCC Clause 25. 25. “US Dollars” means the currency of the United States of America. | | | | | |
| 1. Interpretation | | | * 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. | | | | | | | |
| 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 consulting 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. 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.   2. 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. | | | | | | | |
| 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. | | | | | | | |
| 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:   2. the Contract value of a Contract that did not require approval under an MCC policy is raised to a value that would require approval   3. the original Contract duration is extended by 25% or more, or   4. 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 coercive, collusive, corrupt, prohibited, obstructive or fraudulent 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 that they have acceptable commitments and procedures in place to address the potential for fraudulent and corrupt practices.  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 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>;  <http://cctrends.cipe.org/anti-corruption-compliance-guide/>   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. ***“coercive practice”*** 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. ***“collusive practice”*** means a tacit or explicit agreement between two or more parties to perform a coercive, corrupt, fraudulent, obstructive or prohibited practice, including any such agreement designed to fix, stabilize, or maintain prices or to otherwise deprive the MCA Entity of the benefits of free and open competition; 4. ***“corrupt practice”*** 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. ***“fraudulent practice”*** 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. ***“obstructive practice”*** means any act taken in connection with the implementation of any contract supported, in whole or in part, with MCC Funding: 7. 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 a coercive, collusive, corrupt, fraudulent or prohibited practice; 8. 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; and/or 9. intended to impede the conduct of an inspection and/or the exercise of audit rights of MCC and/or an authorized Inspector General of MCC provided for in the Contract and under the Compact and related agreements; and 10. ***“prohibited practice”*** means any action that violates Section E (Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions) of Annex B (Additional Provisions) of the Contract. 11. 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 coercive, collusive, corrupt, fraudulent, obstructive 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. 12. 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 coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for, or in performance of, the Contract or another MCC-funded contract. 13. 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 coercive, collusive, corrupt, fraudulent, obstructive 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. 14. Should any of the Consultant’s Personnel be determined to have engaged in coercive, collusive, corrupt, fraudulent, obstructive 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.[[21]](#footnote-22) 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. | | | | | | | |
|  | | | 1. **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. | | | | | | | |
|  | | | 1. **Consultant Requirements**. 2. Each contractor, subcontractor, Consultant or Sub-Consultant shall:    * + - 1. 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          2. take appropriate action, up to and including termination, against Personnel or subcontractors or Sub-Consultants that violate the prohibitions set out in this policy. 3. Each Consultant shall: 4. 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; 5. 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 6. acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract. 7. A bidder, supplier, contractor, subcontractor, Consultant or Sub-Consultant shall inform the MCA Entity immediately of: 8. 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; and 9. any actions taken against any Personnel, subcontractor, subcontractor/consultant, or the employee of a subcontractor or Sub-Consultant, pursuant to these requirements. | | | | | | | |
|  | | | 1. **Remedies**. Once the incident has been confirmed and depending on the severity of each case, the MCA Entity will apply remedies, which could include: 2. 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; 3. the MCA Entity requiring the termination of a subcontract or sub-award; 4. suspension of Contract payments until the breach is remedied to the satisfaction of the MCA Entity; 5. 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; 6. 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; and 7. termination of the Contract by the MCA Entity for default or cause in accordance with the termination clause of the Contract | | | | | | | |
| 1. Gender and Social Inclusion | | | * 1. The Consultant shall ensure that its activities under the Contract comply with the MCC Gender Policy[[22]](#footnote-23) 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. | | | | | | | |
|  | | | * 1. [Intentionally Deleted.] | | | | | | | |
| 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 national laws have provisions for the employment of minors, the Consultant will follow Applicable Law. 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 shall prohibit sexual harassment behaviors directed at Compact beneficiaries, MCA Entity employees or MCA Entity 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 MCA Entity may investigate 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’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. 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 ofthe 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. | | | | | |
| 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 changes and costs, receipt and use of goods and services and the bass 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. entering into a subcontract with a Sub-Consultant for the performance of any part 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 bythe 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. | | | |

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| 1. SPECIAL CONDITIONS OF CONTRACT | |
| 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 **Niger**, as they may be issued and in force from time to time.  (m) “Local Currency” means **Francs CFA ( F CFA XOF)**  (n) “MCA Country” means the country of The Republic of **Niger**. |
| GCC 3.1 | This Contract shall be executed in the English language Yes **[X]** No **[ ]** |
| GCC 4.1 | The addresses for serving notices under this Contractare:  For the MCA Entity:  **A l’attention de Mme Salmou Gourouza,**  **Coordinatrice**  **Unité de Coordination des Programmes du Millennium Challenge**  **Avenue du Monio Issa Beri / Commune II, BP:738 Niamey-Niger,**  **Téléphone: (+227) 20 35 08 15/16, Fax: (+227) 20 35 08 18 -**  **Email: s.gourouza@ucpmc.ne**  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 SCC 8.1 should be deleted from the SCC.]*** |
| GCC 9.1 | The Authorized Representatives are:  Forthe MCA Entity:  **Mme Salmou Gourouza,**  **Coordinatrice**  **Unité de Coordination des Programmes du Millennium Challenge**  **Avenue du Monio Issa Beri / Commune II, BP:738 Niamey-Niger,**  **Téléphone: (+227) 20 35 08 15/16, Fax: (+227) 20 35 08 18 -**  **Email: s.gourouza@ucpmc.ne**  For the Consultant: |
| GCC 10.3 | Written notification to the MCA Entityof adjustments **is** required. |
| GCC 10.5 | A resident project manager **shall** be required for the duration of this Contract. |
| GCC 13.2 | All disputes shall be settled by arbitration in accordance with the following provisions:  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 **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, **the International Chamber of Commerce** 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 **the International Chamber of Commerce of Paris** 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 International Chamber of Commerce of Paris** 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. |
|  | 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  **US Dollars OR** Francs CFA(FCFA is the currency of Republic of NIGER)  The accounts are:  For US Dollars: **[insert account number]**  For Local Currency: **[insert account number]**  Payments for the deliverables, **for Inception Period**, shall be made according to the following schedule of percentages of the amounts included in the Contract for Inception Period:     |  |  |  |  | | --- | --- | --- | --- | | **Month of Payment** | **Deliverables** | **Associated Task** | **% Paid** | | **2.1 Inception Period (Month 1 – Month 7),** beginning from date of commencement of services  \*Payment is contingent on acceptance of final deliverables for each task, except where draft deliverables alone are explicitly noted as conditions for payment | | | | | Month 1 | Ongoing meetings, monthly progress reports, and documentation | Task 11 – General Management Oversight, Monitoring, and Reports | 3% | | Month 2 | Inception report including: | Task 1 - Mobilization and Preparatory Work | 10% | | Draft and Final Work Plan | | Inception Period staffing in place and operational home office in Niamey | | Kick-off meeting completed | | Ongoing meetings, monthly progress reports, and documentation | Task 11 – General Management Oversight, Monitoring, and Reports | 2% | | Month 3 | Draft & Final CSE Plan, including staffing plan to execute | Task 2- Facility CSE Plan | 8% | | Draft & Final Grants Manager Staff Training Plan | Task 3 – GM staff Training Plan | 4% | | Ongoing meetings, monthly progress reports, and documentation | Task 11 – General Mgmt Oversight, Monitoring, and Reports | 2% | | Month 4 | Ongoing meetings, monthly progress reports, and documentation | Task 11 – General Mgmt Oversight, Monitoring, and Reports | 6% | | Month 5 | Draft Operations Manual with all annexes and templates (building on existing draft) | Task 4 -Development of the Facility Operations Manual | 10% | | Ongoing meetings, monthly progress reports, and documentation | Task 11 – General Mgmt Oversight, Monitoring, and Reports | 2% | | Month 6 | Plan for grants administration & disbursement management, including disbursement management system | Task 11 - General Mgmt, Oversight, Monitoring & Reports | 5% | | Draft & Final Facility Database | | Draft & Final Facility ESMS Land Tenure Strategy and Framework | Task 5 - Finalization of Facility ESMS | 15% | | Incorporation of ERR data collection & calculation templates into application and proposal development materials | Task 7 – Support Finalization of an Economic Analysis Plan | | A list of all primary and secondary data to be used in the ERR calculations | | Draft & Final Facility M&E Plan  Updated Facility M&E Plans, as necessary | Task 8 - Support Finalization of M&E and Data Collection Plan | | Draft & Final GSI Plan | Task 9 - Support Finalization of an Facility GSI Plan | | Month 7 | Plan for managing the TEP including identifying, constituting and convening members. | Task 10 - Technical & Administrative Support to the Project Selection Panel (TEP) | 5% | | Protocol/operating procedures for TEP, which should be annexed to the Operations Manual | | TEP established, including administrative, technical and logistical support & both core and supplementary roster of experts | | Draft and Final Phase 2 and 3 (Implementation) BDS Strategy including identification of additional BDS providers | Task 6 - Develop Strategy to Provide BDS to Applicants | 8% | | Final Operations Manual and update of other key pre-existing documents | Task 4 -Development of the Facility Operations Manual | 10% | | Draft & Final Phase 1 BDS Report & Budget Estimations | Task 12 – Implementation of Phase 1 BDS Support | 10% | | Draft & Final Market Intelligence Report including Summary of Procurement Needs |   The conditions to lift each option are listed in the Tor page 77.  Payments for the deliverables, for **Option 1**, shall be made according to the following schedule of percentages of the amounts included in the Contract for Option 1:   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | **2.1 Option 1 Period (Selection & Award – Month 8 – Month 15)** | | | | | | | | Month 8 | Draft & Final RFA\*  Launch of the RFA  \**Should begin drafting at end of Inception period* | | Task 13 – Launch of RFIA | | | 10% | | Month 9 | Summary Reports of Information Sessions held and documentation of questions received and responses sent to applicants  Package of all proposals received, and notification letters sent. Documentation of all proposals in database. | | Task 13 – Launch of RFIA | | | 10% | | Month 10 | Shortlist of applicants to advance to Full Proposal Development. | | Task 14 – Initial shortlisting, etc. | | | 5% | | Month 11 | Draft individual Initial & Full Proposal  Packages (Draft to MCC for review)  Draft Round 1 Portfolio Report (Draft to MCC for review) | | Task 14 – Initial Screening/Shortlisting, Proposal Development Assistance, and Preparation of Proposal Packages for TEP | | | 20% | | Month 12 | Final Individual Initial & Full Proposal Packages (sent to TEP)  Round 1 Portfolio Report (sent to TEP)  Final Task Report  Information entered into Final Facility Database | | Task 14 | | | 25% | | Month 13 | Summary Report of training delivered to TEP | | Task 15 – Convene and Administer TEP | | | 12% | | Draft & Final TEP Report based on the TEP’s deliberation and recommendations (1st Round) | | | Finalize full proposal packages per TEP recommendations | | | Month 14 | Draft CRAF & MCA-Niger deliberations report and update overall Grant Portfolio | | Task 16 - Facilitate CRAF Review | | | 8% | | Final deliberations report and approved Grant Portfolio incl. option for MCC “fatal flaw” No Objection review | | | Month 15 | Draft Grant Agreements for each approved grant | | Task 17- Complete Grant Award Process | | | 10% | | Finalized Grant Agreements for each selected grant, including all formalities | | | **2.2 Option 1 Period (Implementation – Month 16 - Month 39)** | | | | | | | | 8 Quarterly Payments spread across Option 1 Implementation | | Successful formal completion of Round 1 grants  Round 1 BDS Implementation Closure Report (summarizing BDS implementation) | | Task 18- BDS Services Phase 3 Implementation (Round 1) | 35% | | | 8 Quarterly Payments | | Draft and Final Oversight and Monitoring Plan | | Task 19- Oversight and Monitoring of Grants | 15% | | | Standard checklist and reporting framework for oversight and monitoring visits, and completed monitoring reports | | | Regularly updated Facility Database | | | Grant recording/tracking system (element of Facility Database) | | | Support to develop Facility Procurement Plan and ensure implementation of plan | | | 8 Quarterly Payments | | Regular and ad hoc cash flow estimations to support MCA-Niger reporting to stakeholders, including but not limited to MCC Quarterly Disbursement Requests. | | Task 20-  General Management and Reporting to MCA-Niger | 25% | | | Quarterly Progress Reports summarizing program and grant progress, risks and issues, including summary of grantee reports as annex | | | Documented record of all communications with grantees, entered into the Facility database. | | | Written record of any Facility Program grievances brought to GM’s attention (to include any response made by GM and referrals to MCA-Niger) as per MCA-Niger’s Grievance Mechanism. | | | Annual Review and Planning Report | | | 8 Quarterly Payment | | Quarterly Updates on Progress towards Monitoring Indicators, as outlined in the M&E Plan. | | Task 21 - Implement Monitoring & Evaluation | 10% | | | Amendments to the Facility M&E Plan as needed | | | Month 14 | | Draft & Final Round 1 Portfolio Closure Plan Draft & Final Round 1 Portfolio Closure Report | | End of Period | 15% | |   Payments for the deliverables, for **Phase III ( Option period 2)** , shall be made according to the following schedule of percentages of the amounts included in the Contract for Phase III:   |  |  |  |  | | --- | --- | --- | --- | | **2.3 Option 2 Period (2nd Round of Grants Process – Month 22 - Month 52 (net 13 months without Option 1 overlap)**  ***covers costs not absorbed by base Option 1 implementation costs*** | | | | | Month 24 | Successful completion of abbreviated market intelligence/ outreach phase (similar to Task 11) | Task 23 | 10% | | Month 28 | Successful Completion of all Selection & Award Phase Deliverables as noted from Option 1 (Tasks 13-17) | Task 23 | 20% | | 10 Quarterly payments spread across period | Completion of all Implementation Phase Deliverables as noted from Option 1 (Tasks 18-22) | Task 23 | 60% | | Month 50 | Facility Closure Plan | Task 24 | 10% | | Draft and Final Facility Closing Report | |
| 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 SCC 34.1 should be deleted from the Contract]*** |
| 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 **Niger** by the Consultant or its Personnel or any Sub-Consultants or their Personnel; 2. third party liability insurance, with a minimum coverage of **1,000,000,000 FCFA]**; 3. professional liability insurance, with a minimum coverage of **500 million FCFA**; 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. |
| GCC 38.1 | **No additional actions on the part of the Consultant that require the MCA Entity’s prior approval** |
| GCC 43.1 | **No additions or changes to the assistance the MCA Entity will provide under GCC Sub-Clause 43.1** |

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| 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”). 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

Capitalized terms that are used but not defined in this Annex shall have the meaning given to them in the GCC, the SCC, or in the Compact or related agreements.

The MCA Entity is responsible for the oversight and management of the implementation of the Compact on behalf of the Government, and intends to apply a portion of the proceeds of the Compact to eligible payments under this Contract, provided that (a) such payments will only be made at the request of and on behalf of the MCA Entity and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to the Consultant under the Compact or this Contract, (c) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (d) no party other than the Government and **t**he MCA Entity shall derive any rights from the Compact or have any claim to MCC Funding.

**A. MCC Status; Reserved Rights; Third-Party Beneficiary**

1. MCC Status. MCC is a United States Government corporation acting on behalf of the United States Government in the implementation of the Compact. MCC has no liability under this Contract, and is immune from any action or proceeding arising under or relating to this Contract. In matters arising under or relating to this Contract, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.
2. MCC Reserved Rights.
   * 1. Certain rights are expressly reserved to MCC under this Contract, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Contract, as well as any amendments or modifications hereto, and the right to suspend or terminate this Contract.
     2. MCC, in reserving such rights under this Contract, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a Party to this Contract.
     3. MCC may, from time to time, exercise its rights, or discuss matters related to this Contract with the Parties or the Government, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any Party.
     4. Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government,the MCA Entity, MCC or any other person or entity from asserting any right against the Consultant, or relieve the Consultant of any liability which the Consultant might otherwise have to the Government, the MCA Entity, MCC, or any other person or entity. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, affiliate, contractor, agent or representative.
3. Third-Party Beneficiary. MCC shall be deemed to be a third party beneficiary under this Contract.

**B. Limitations on the Use or Treatment of MCC Funding**

The use and treatment of MCC Funding in connection with this Contract does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable laws or United States Government policy. No MCC Funding shall be used for military purposes, for any activity likely to cause a substantial loss of United States jobs or a substantial displacement of United States production, to support any activity likely to cause a significant environmental, health or safety hazard, or to fund abortions or involuntary sterilizations as a method of family planning. MCC Funding shall be free from the payment or imposition of all Taxes as set forth in the Compact.

**C. Procurement**

The Consultant shall ensure that all procurements of goods, works or services under, related to or in furtherance of this Contract shall be consistent with the general principles set forth in the Compact and in 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). The Consultant shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. laws, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or the MCA Entity.

**D. Reports and Information; Access; Audits; Reviews**

1. Reports and Information. The Consultant shall maintain such books and records and provide such reports, documents, data or other information to the MCA Entity in the manner and to the extent required by the Compact or related documents, and as may be reasonably requested by the MCA Entity from time to time in order to comply with its reporting requirements arising under the Compact or related documents. MCC may freely use any information it receives in any report or document provided to it in any way that MCC sees fit. The provisions of the Compact and related documents that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact.
2. Access, Audits and Reviews. Upon MCC’s request, the Consultant shall permit authorized representatives of MCC, an authorized Inspector General of MCC, the United States Government Accountability Office, any auditor responsible for an audit contemplated by the Compact or conducted in furtherance of the Compact, and any agents or representatives engaged by MCC or the Government to conduct any assessment, review or evaluation of the Program, the opportunity to audit, review, evaluate or inspect activities funded by MCC Funding. The provisions of the Compact and related documents that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact.
3. Application to Providers. The Consultant shall ensure the inclusion of the applicable audit, access and reporting requirements from the Compact in its contracts or agreements with other providers in connection with this Contract.

**E. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions**

1. The Consultant shall ensure that no payments have been or will be made by the Consultant to any official of the Government, the MCA Entity, or any third party (including any other government official) in connection with this Contract in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws. The Consultant affirms that no payments have been or will be received by any official, employee, agent or representative of the Consultant in connection with this Contract in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws.
2. The Consultant shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that the Consultant 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](file:///C:\Users\knutsongm\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\Content.Outlook\AXUJJHAT\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](file:///C:\Users\knutsongm\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\Content.Outlook\AXUJJHAT\www.sam.gov) or (iv) on such other list as the MCA Entity may request from time to time. For purposes of this provision, “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.
3. The Consultant shall ensure that its activities under this Contract comply with all applicable U.S. laws, regulations, executive orders, and policies regarding money laundering, terrorist financing, trafficking in persons, 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. § 1956, 18 U.S.C. § 1957, 18 U.S.C. § 2339A, 18 U.S.C. § 2339B, 18 U.S.C. § 2339C, 18 U.S.C. § 981, 18 U.S.C. § 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 this 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 MCA Entity’s permitted account bank, as may be applicable. The Consultant 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 ProcurementGuidelines (Eligibility Verification Procedures) that can be found on MCC’s website at [www.mcc.gov/ppg](http://www.mcc.gov/ppg). The Consultant shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the MCA Entityor 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.
4. Other restrictions on the Consultant shall apply as set forth in the Compact or related documents with respect to any activities in violation of other applicable U.S. laws, regulations, executive orders or policies, any misconduct injurious to MCC orthe 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 related document or that materially and adversely affects the Program assets or any Permitted Account.

**F. Publicity, Information and Marking**

1. The Consultant shall cooperate with the MCA Entity and the Government to provide the appropriate publicity to the goods, works and services provided under this Contract, including identifying Program activity sites and marking Program assets as goods, works and services funded by the United States Government, acting through MCC, all in accordance with the MCC Standards for Global Marking available on the MCC website at [www.mcc.gov](file:///C:\Users\knutsongm\Desktop\Consulting%20Services%20SBD\www.mcc.gov); provided, however, that any press release or announcement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to MCC’s prior written approval and must be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters.
2. Upon the termination or expiration of the Compact, the Consultant shall, upon MCC’s request, cause the removal of any such markings and any references to MCC in any publicity materials.

**G. Insurance**

The Consultant shall obtain insurance, performance bonds, guarantees or other protections appropriate to cover against risks or liabilities associated with performance of this Contract. The Consultant shall be named as payee on any such insurance and the beneficiary of any such performance bonds and guarantees. The MCA Entity and, at MCC’s request MCC, shall be named as additional insureds on any such insurance or other guarantee, to the extent permissible under applicable laws. The Consultant shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, works and services; provided, however, that at MCC’s election, such proceeds shall be deposited in an account as designated by the MCA Entity and acceptable to MCC or as otherwise directed by MCC.

**H. Conflict of Interest**

The Consultant shall ensure that no officer, director, employee, affiliate, contractor, Sub-Consultant, agent, advisor or representative of the Consultant participates in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract, in which (i) the entity, the person, members of the person’s immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Contract and MCC the conflict of interest and, following such disclosure, the parties to this Contract agree in writing to proceed notwithstanding such conflict. The Consultant shall ensure that none of its officers, directors, employees, affiliates, contractors, Sub-Consultants, agents, advisors or representatives involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of *de minimis* value and otherwise consistent with such guidance as MCC may provide from time to time. The Consultant shall ensure that none of its officers, directors, employees, affiliates, contractors, Sub-Consultants, agents, advisors or representatives engage in any activity which is, or gives the appearance of being, a conflict of interest in connection with this Contract. Without limiting the foregoing, the Consultant shall comply, and ensure compliance, with the applicable conflicts of interest and ethics policies of the MCA Entity as provided by the MCA Entity to the Consultant.

**I. Inconsistencies**

In the event of any conflict between this Contract and the Compact and/or the Program Implementation Agreement, Procurement Agreement, or Disbursement Agreement, as applicable, the term(s) of the Compact and/or the Program Implementation Agreement, Procurement Agreement, or Disbursement Agreement, as applicable, shall prevail.

**J. Other Provisions**

The Consultant shall abide by such other terms or conditions as may be specified by the MCA Entity or MCC in connection with this Contract.

**K. Flow-Through Provisions**

In any subcontract or sub-award entered into by the Consultant, as permitted by this Contract, the Consultant shall ensure the inclusion of all the provisions contained in paragraphs (A) through (J) above.

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| Annex C: Reporting Requirements |

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

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| 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)

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| 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.

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| 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.

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| Annex G: Services and Facilities to be Provided by the MCA Entity |

**The following** services and facilities will be made available to the Consultant bythe MCA Entity.

* For assistance in RFP preparation: General Directives/ Project Outline Climate Resilient Agriculture Grants Facility at <http://ucpmc.ne/wp-content/uploads/2017/06/DG-Niger-Facility-v-Dec-20.pdf>
* After contract is awarded: What is announced in the ToR (See ToR : 5.3 Support Provided by MCA-Niger and CRA UCP and 5.4 Documents to be Provided by MCA-Niger)
* For Training of Consultant staff:MCA-Niger will provide the resources/curriculum and trainers for training Consultant staff in MCC procedures; the Grants Manager should simply account for training in the LOE (about ~10-15 hours of training per staff member).

1. Available at www.mcc.gov/resources/doc/policy-fraud-and-corruption [↑](#footnote-ref-2)
2. [Delete in case no Association is foreseen.] [↑](#footnote-ref-3)
3. Amount must coincide with the ones indicated under total price of Form FIN-2. [↑](#footnote-ref-4)
4. 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-5)
5. Entry into force is the commencement of the MCC’s Compact five-year effectiveness period. The given date is an estimate subject to either moving back or ahead. [↑](#footnote-ref-6)
6. Eligble communes include: Tessa, Mokko, Tombo Koirey I, Tombo Koirey II and Kargui Bangou in the Dosso Region ; Goulbi, Sabon Machi, Chadakori and Guidan Roumdji in the Maradi region; Birni N’Konni, Tsernaoua, Malbaza et Doguérawa in the Tahoua region; and Kouré, Liboré et N’Dounga in the Tillabery region. [↑](#footnote-ref-7)
7. Gaya and Tanda in Dosso region [↑](#footnote-ref-8)
8. The World Bank refers to this portion of the work as the Climate Smart Agriculture, CSA. MCC has named this activity as Climate Resilient Agriculture (CRA) under their Compact with Niger. [↑](#footnote-ref-9)
9. If the CRA Grant Facility is successful in these 18 communes, there is the potential to expand to 12 additional communes during the second round of the grants program for a total of 30 regions. These additional regions include: Dosso, Fareye, Sambera in Dosso region; Dantchandou, Hamdalaye in Tillabery region ; Zabori, Dioundiou, Garankedey, Gorou Bankassam, Sokorbé in Dosso region; Karofane et Tajaé in Tahoua region. [↑](#footnote-ref-10)
10. Vulnerable populations as used here primarily includes women, youth, and the poor or near-poor. [↑](#footnote-ref-11)
11. More detailed definitions of each of these three windows and eligible beneficiary groups are included in the Directive General document available as an additional resource to Consultants on MCA Niger’s website. [↑](#footnote-ref-12)
12. Tentative ranges – will be validated by Grants Manager and MCA. [↑](#footnote-ref-13)
13. The Management Services and Market Facilitation Activity aims to strengthen the capacity of beneficiaries within MCC’s large scale irrigation perimeters to: (1) develop cropping calendars that help grow commodities to market demand and pricing signals; (2) participate in savings groups to improve business skills and save capital to operationalize their cropping calendars; (3) increase use of appropriate fertilizers and improved seeds; (4) monitor and adapt to changing conditions in the environment to maximize benefits from ecosystem services; (5) participate in producer organizations to improve their negotiation position at the farm gate and in the market place; (6) invest in infrastructure to store, process and add value to their production; and (7) increase sales of commodities and processed products. [↑](#footnote-ref-14)
14. The regions with CRA eligible communes are Tillaberi, Dosso, Tahoua and Maradi [↑](#footnote-ref-15)
15. This outline of responsibilities is only illustrative, and may not be relied upon for determining the legal commitments, roles and responsibilities of the Contractor. [↑](#footnote-ref-16)
16. It is anticipated that the facility will only fund subprojects that do not require full Environmental and Social Impact Analyses. [↑](#footnote-ref-17)
17. Rounded to nearest 0.5 man-month LOE [↑](#footnote-ref-18)
18. Note that first 17 months of Option 2 overlap with Option 1. LOE is split out roughly for each Option Period, with Option 2 comprising the net LOE required to implement Option 2 activities for the periods with and without overlap. [↑](#footnote-ref-19)
19. As noted above, this LOE can be split at Grants Manager’s discretion into two roles, not to exceed total suggested LOE [↑](#footnote-ref-20)
20. Note that CVs for 3 Lead Small Enterprise Development Specialists will be reviewed as Key Staff during the proposal technical evaluation process since 3 Specialists are recommended during inception period. It is recommended that the GM employ one additional Lead Small Enterprise Development Specialist to cover the fourth region during the Option 1 and Option 2 contract periods if awarded. [↑](#footnote-ref-21)
21. <https://www.mcc.gov/resources/doc/policy-counter-trafficking-in-persons-policy> [↑](#footnote-ref-22)
22. Available at: https://assets.mcc.gov/guidance/mcc-policy-gender.pdf [↑](#footnote-ref-23)