**REPUBLIQUE DU NIGER**

****

**MILLENIUM CHALLENGE ACCOUNT – NIGER**

**(MCA-NIGER)**

**On Behalf of:**

**The Government of Niger**

**\*\*\***

**LETTER OF INVITATION**

**MCA-NIGER/ADM/2018/13**

**SELECTION OF A CONSULTANT FOR PROCUREMENT SUPPORT**

**SERVICES**

**\*\*\***

**Date: JULY 24, 2018**

**Letter of Invitation**

**Niamey, Niger, July 24, 2018**

**Procurement Expert – Consulting Services**

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 Millenium Challenge Account Niger (the “MCA - Niger”), intends to apply a portion of the MCC Funding to eligible payments under a contract for which this Letter of Invitation (“LOI”) is issued.

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.
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.

This Letter of Invitation (LOI), follows the General Procurement Notice that appeared in dgMarket on July19, 2018, UNDB Online on July 19, 2018, and on the Sahel newspaper on July 21, 2018.

**PREPARATION OF PROPOSAL**

The Consultant is invited to submit a technical and financial proposal for the consulting services required for the assignment described in the Terms of Reference (TOR) attached as **Annex 2** to this LOI.

**Technical Proposal**

The technical proposal shall include the following:

* Technical submission form (enclosed in **Annex 1**)
* CV submission form (enclosed in **Annex 1**)

Note: The technical proposal shall *not* include any financial information.

**Financial Proposal**

The financial proposal (submitted separately) shall include the following:

* Financial submission form (enclosed in **Annex 1**)

The financial proposal should list the costs associated with the Assignment. These cover remuneration, subsistence (per diem, housing), transportation (international and local). The financial proposal may be expressed in United States Dollars or local currency.

**PROPOSAL EVALUATION**

The Consultant will be evaluated on his/her qualifications and experience.

The Consultant for this assignment is expected to meet the minimum following requirements: Relevant graduate degree and over 10 years of experience managing public procurements in the field, preferably in s public-sector donor-funded procurement (MCC, World Bank, ADB, AfDB, etc.) or in the government funded projects. CIPS membership is an advantage. A full description of the qualifications requirements is included in TOR attached as **Annex 3** of this LOI.

**NEGOTIATIONS and AWARD**

The proposal could form the basis for future negotiations and ultimately a contract between the Consultant and the MCA-Niger. The negotiations shall be concluded with a review of the draft form of the contract based on lump sum payments attached as **Annex 3** to this LOI. The contract will be issued to those who offer the best value (technical and financial) to the MCA- Niger.

The contract is expected to start on or about August 1st for a duration of **Six** (**6**) months.

The Consultant will be selected 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 Consultant must submit its proposal by, email or postal/courier service to the address below no later than August 3rd at 10H **Local time : Niamey Niger.**

**Millennium Challenge Account - Niger (MCA-Niger)**

Avenue du Monio Issa Béri / Commune II

Niamey - Niger

Phone Number: +227 20 35 08 15

Email**:** [**procmcaniger@gmail.com**](mailto:procmcaniger@gmail.com)

**with copy to :** [**moussasow@mcaniger.ne**](mailto:moussasow@mcaniger.ne)

*(Phone number is for information only)*

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

Yours sincerely,

Mr. Mamane Annou

Director General

Millennium Challenge Niger (MCA-Niger)

**ANNEX 1 - FORM 1**

**CONSULTANT’S TECHNICAL SUBMISSION FORM**

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To:

Mr. Mamane Annou

Director General

Millennium Challenge Niger (MCA-Niger)

Avenue du Monio Issa Béri / Commune II

Niamey - Niger

**Re: Consulting Services for Procurement Support Services**

**MCA – Niger**

I, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with Letter of Invitation dated July 24, 2018

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

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

My submission is binding upon me and is subject to modifications arising from Contract negotiations.

I undertake, if my proposal is accepted to initiate the consulting services on the date indicated in the LOI.

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

Yours Sincerely,

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

Printed Name and Signature

**ANNEX 1 - FORM 2**

**CONSULTANT’S CV SUBMISSION FORM**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. Name | [Insert full name] | | | | | | | | |
| 1. Date of Birth | [Insert birth date] | | | | |  | |  | |
| 1. Nationality | [Insert nationality] | | | | |  | |  | |
| 1. Education | [Indicate college/university and other specialized education, giving names of institutions, degrees obtained, and dates of obtainment]. | | | | | | | | |
| 1. Membership in Professional Associations | [insert information] | | | | | | | | |
| 1. Other Training | [Indicate appropriate postgraduate and other training] | | | | | | | | |
| 1. Countries of Work Experience | [List countries where the consultant 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 the consultant since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.] | | | | | | | | |
|  | From [month] [year]: | | To [month] [year]: | | | | | | |
|  | Employer: | | | | | | | | |
|  | Position(s) held: | | | | | | | | |
| 1. Work undertaken that best illustrates capability to handle the tasks assigned: | [Among the assignments in which the consultant has been involved, indicate the following information for those assignments that best illustrate his/her capability to handle the tasks listed in the LOI] | | | | | | | | |
|  | Name of assignment or project: | | |  | | | | | |
|  | Year: | | |  | | | | | |
|  | Location: | | |  | | | | | |
|  | MCA Niger: | | |  | | | | | |
|  | Main project features: | | |  | | | | | |
|  | Position held: | | |  | | | | | |
|  | activities/tasks performed: | | |  | | | | | |

1. References: [*List at least three individual references with substantial knowledge of your work. Include each reference’s name, title, phone and e-mail contact information. MCA Niger reserves the right to contact other sources as well as to check references, in particular for performance on any relevant MCC-funded projects.*]
2. 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 wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I, the undersigned, hereby declare that I agree to participate in the above-mentioned assignment. I further declare that I am able and willing to work for the period foreseen in the above referenced Letter of Invitation.

|  |  |
| --- | --- |
|  |  |

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

Signature

Date:

Address:

Tel:

E-Mail:

**ANNEX 1 - FORM 3**

**CONSULTANT’S FINANCIAL SUBMISSION FORM**

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To:

Mr. Annou

Director General

Millennium Challenge Niger (MCA-Niger)

Avenue du Monio Issa Béri / Commune II

Niamey - Niger

**Re: Consulting Services for Procurement Support Services**

**MCA – Niger**

To:

**Reference:**

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

*[list costs - include fully loaded rates]*

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

Yours Sincerely,

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

Printed Name and Signature

**ANNEX 2 – TERMS OF REFERENCE**

**Procurement Expert**

**Background**

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 Millenium Challenge Account Niger (the “MCA - Niger”), intends to apply a portion of the MCC Funding to eligible payments under a contract for which this Letter of Invitation (“LOI”) is issued.

The Compact program includes the following projects:

* ***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.
* ***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.

### **Overall Responsibilities**

Throughout the program implementation, the Procurement Expert shall be responsible for supporting the Millennium Account Niger (“MCA Niger”) in all procurement processes on behalf of the MCA-Niger, including the following.

* 1. Develop, plan, manage and administer effectively the entire chain of the procurement process for selecting the suppliers, contractors and consultants for a wide variety of goods, works and services. The Procurement Expert will be responsible for ensuring that the MCA-Niger remains compliant with all MCC requirements related to procurement processes as provided in the MCC Program Procurement Guidelines (“PPG”) and other documents.
  2. Conduct procurements and conclude procurement contracts in compliance with MCC PPG and Guidance Documents which include the rules and procedures governing the selection of suppliers, contractors and consultants.
  3. Comply with provisions in the Program implementation agreement that apply to the procurement function.
  4. Execute the duties and responsibilities of the Procurement department of the MCA-Niger set forth in the Fiscal Accountability Plan (“FAP”) for MCA-Niger including any interim FAP. Once a FAP is in effect, the Procurement Expert, before commencing any procurement, shall ensure that it has received a procurement requisition according to the procedures defined in the FAP and/or in the POM. The Procurement Expert also shall ensure that the invoicing and payment provisions set out in procurement contracts are consistent with the requirements and procedures set out in the FAP.
  5. Organize market outreach events at the beginning of each year to share lessons from the procurements conducted today and to promote the upcoming procurement opportunities.
  6. Analyze market conditions for specific procurements as requested by the MCA-Niger or deemed necessary by the in order to promote competition and to optimize the success of the procurement activity.
  7. Plan, schedule, and prioritize procurement activities, including plans for the efficient and effective procurement of goods, works, and services for the day-to-day operations of the MCA-Niger.
  8. Manage selection process for suppliers, contractors and consultants using the methods of procurement set out in approved Procurement Plans unless exceptions have been granted, in writing, by MCC.
  9. Ensure that the documents describing the objects of the procurements are adequately prepared and complete, describe the procurement in reasonable, clear and unambiguous terms, do not overstate the needs and do not use overly restrictive terms in describing the procurement requirements.
  10. Provide guidance, support, initial startup training, and additional regular trainings as needed to the MCA Niger staff and Implementing Entities and Project Manager Consultants on the Procurement Operations Manual, Contract Administration and Management Manual (CAMM), if needed, terms of reference development, managing bid challenges and contract disputes, etc. See the deliverable section for meeting this requirement.
  11. Assume other operational, functional, and contractual obligations and responsibilities as is customary in performing the duties of a Procurement Agent responsible for the proper and fair award of procurement contracts.
  12. Take measures to prevent, detect and remediate, as instructed, Fraud and Corruption in the conduct of procurements in accordance with the principles set out in MCC Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations found on the MCC website at <https://www.mcc.gov/resources/doc/policy-fraud-and-corruption>.
  13. Ensure strict compliance with the procedures and rules set out in solicitation documents, especially the criteria and methodology for evaluation of bids and proposals.
  14. Assure that selection of all suppliers, contractors and consultants is performed in a fully professional, transparent and ethical manner, and that all participating suppliers, contractors and consultants are treated on a fair and equal basis.
  15. Ensure that all procurement-related approvals for selection of suppliers, contractors and consultants as required under the MCC funding agreements are obtained from the MCA Niger and MCC.
  16. Confirm, before proceeding with a procurement procedure, that the MCA-Niger has made arrangements for proper supervision and management of the contract performance including inspection and testing of goods, review of studies, designs, reports and other deliverables, and supervision of works before acceptance and approval of payment.
  17. Conduct procurements in a manner that provide open competition to the maximum extent practical in order to assure advantageous prices for the MCA-Niger and equal and fair access for eligible suppliers, contractors and consultants, including using information received from interested bidders following publication of the General Procurement Notices.
  18. Guard against conflicts of interest, real or in appearance, in the operation of the procurement activity.
  19. Maintain controls throughout the process for selection of the suppliers, contractors and consultants to ensure good faith, fair dealing and appropriate confidentiality by representatives of the Procurement Agent and others who are officially involved in the procurement activity.
  20. Ensure that the terms and conditions of procurement contracts include all provisions required by the MCC Program Procurement Guidelines and Standard Bidding Documents, and the governing MCC funding agreements.
  21. Assist the MCA Niger in providing prompt and fair response to bid challenges about the procurement activity.
  22. For all cost reimbursement type contracts, including Time and Material contracts, comply with the MCC “Cost Principles for Cost-Reimbursement Contracts Under MCC-Financed Grants” (the “MCC Cost Principles”) as may be amended from time to time. The MCC Cost Principles may be found on the MCC website at <https://www.mcc.gov/resources/doc/cost-principles-for-accountable-entity-operations>.
  23. In the performance of its duties, be mindful of “best practices” generally recognized by procurement professionals.
  24. [Moussa to add additional tasks as relevant]

1. **Contract Deliverables**

* Monthly activity reports submitted with monthly invoices
* Final report in at the end of the assignment that includes all principal activities executed and completed. The report shall also identify tasks, procurements and deliverables that were not completed.

1. **Location**

The Procurement Expert shall operate from the MCA-Niger provided offices in Niamey Niger.

1. **Language**

MCC requires that all reports and documents are available in French and/or English as relevant.

1. **Reporting**

The Procurement Expert shall report to and take instructions from the Procurement Director of the MCA-Niger.

1. **Key Qualifications**
   * Degree in procurement, business, law, economics, finance, engineering, public administration, or other related field.
   * Significant experience working as procurement professional (approximately 10 years or more)
   * Demonstrated experience of managing procurement or logistics in a large international project within the last five (5) years.
   * Demonstrated knowledge of international best practices in procurement procedures especially in project administration, contract procedures and project follow-up, and contract administration.
   * Excellent communication and interpersonal skills and experience in working with multiple cultures.
   * Fluency in written and spoken in English and in French
   * Competency in using computers.
   * Working experience in Sub-Saharan region will be an added advantage.
2. **Equipment, Facilities, and Support to be provided to the Procurement Expert**

The MCA-Niger will provide the Procurement Expert with office space, including basic utilities (security, basic internet, water and electricity).

The MCA-Niger will also ensure that the Procurement Expert is adequately supported and equipped. It is envisaged that the minimum provision would include networked computers with appropriate software, printing facilities, and high volume photocopy and scanning machine. The MCA-Niger is responsible for the following expenses:

* + Telecommunications, network subscription fees, stationary, printing materials, basic office equipment and office consumables.
  + Local transport in Niamey metropolitan area and throughout Niger if required for the Procurement Expert to effectively carry out their duties.
  + Costs of reproducing Procurement Expert reports and any special or ad hoc reports requested by the MCA-Niger or MCC.
  + Costs of maintaining a procurement records including archiving (physically and electronically) until the Program End Date.
  + for international hired, on (1) airfare tickets in economy class from its country of residence to Niamey, Niger.

The Procurement Expert will be requested to bear the cost for the following expenses:

* + Its own accommodation in Niamey during its contract implementation period
  + Adequate medical protection (insurance coverage)
  + Any other unspecified costs reasonably required to perform its mission under this assignment.

The Procurement Expert is required to be present full time in Niamey throughout its contract duration, unless an absence has been granted by the MCA-Niger. All planned absences/leave should be coordinated with and approved by the MCA-Niger.

**Annex 3**

**FORM OF CONTRACT**

****

**Contract for Consultant’s Services**

**Contract No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**between**

**MILLENNIUM CHALLENGE ACCOUNT – NIGER**

**and**

[***Name of the Consultant***]

**for**

**Procurement Support Services**

**Dated: [xxxxxxx]**

# Form of Contract

This CONTRACT (the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, **MCA Niger**and, on the other hand, *[name of Consultant]* for the provision of *[include title of the consulting assignment/services]* (the “Services”) described in the Terms of Reference in the **Appendix A**.

WHEREAS, the MCA Niger has accepted the Consultant’s proposal for the performance of the Services, and the Consultant is capable and willing to perform said Services.

THE MCA NIGER AND THE CONSULTANT (the “Parties”) AGREE AS FOLLOWS:

1. This Contract, its meaning, interpretation and the relation between the Parties shall be governed by the applicable law of **Niger***.*
2. The Contract is signed and executed in English language, and all communications, notices and modifications related to this Contract shall be made in writing and in the same language.
3. The total Contract price is *[insert amount and the currency]* and is *[indicate: inclusive or exclusive]* of local indirect taxes. The Contract price breakdown is provided in Appendix C.
4. The expected date for the commencement of the Services is [*insert date, month and year*] at [*insert location*]. The time period shall be *[insert time period, e.g.: twelve months]*
5. The MCA Niger designates *the* **MCA Niger****Procurement Director**as MCA Niger’s reporting point of contact.
6. Any dispute, controversy or claim that cannot be amicably settled between the parties and arising out of, or relating to this Contract or the breach, termination or invalidity thereof, shall be finally settled by *[dispute resolution in accordance with the applicable law]*

7. The following documents form an integral part of this Contract:

1. The General Conditions of Contract(including Attachment 1 “MCC Policy – Corrupt and Fraudulent Practices, Attachment 2 “Eligibility” Attachment 3 “General provisions”)

(b) Appendices:

Appendix A: Terms of Reference and Reporting Requirements

Appendix B: CV of the Expert

Appendix C: Breakdown of Contract Price and Payments against Deliverables

SIGNED:

For and on behalf of *[Name of MCA Niger]*

*[Authorized Representative of the MCA Niger – name, title and signature]*

For and on behalf of *[Name of Consultant]*

*[Authorized Representative of the Consultant – name and signature]*

# General Conditions of Contract

|  |  |
| --- | --- |
| Definitions | * 1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:  1. “MCC PPG” means the Millennium Challenge Corporation Program Procurement Guidelines. 2. “Consultant” means, an individual professional who is performing the Services or any part thereof under the Contract. |
| Eligibility | * 1. The Consultant must meet the eligibility requirements throughout the implementation of this Contract as established by the MCC PPG and as detailed in **Attachment 2***.* |
| Corrupt and Fraudulent Practices | * 1. The MCC requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1**. |
| Commissions and Fees Disclosure | 4.1 The MCA Niger requires that the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the MCC. |
| Force Majeure |  | | |
| a. Definition | 5.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.  5.2 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. | | |
| b. No Breach of Contract | 5.3 The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. | | |
| c. Measures to be Taken | 5.4 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.  5.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing 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.  5.6 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.  5.7 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the MCA Niger, shall either:  (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the MCA Niger, in reactivating the Services; or  (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. | | |
| Suspension | 6.1 The MCA Niger may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding seven (7) calendar days after receipt by the Consultant of such notice of suspension or if the MCC has suspended disbursements under the Compact. | | |
| Termination | 7.1 This Contract may be terminated by either Party as per provisions set out below. | | |
| a. By the MCA Niger | 7.2 The MCA Niger may terminate this Contract with at least fourteen (14) calendar days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:  (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract after being notified by the MCA Niger in writing by specifying the nature of the failure and requesting to remedy it within at least ten (10) calendar days after the receipt of the MCA Niger’s notice;  (b) If the Consultant becomes insolvent or bankrupt;  (c) If the Consultant, in the judgment of the MCA Niger, has engaged in integrity violations as defined in Attachment 1 or if in the judgment of the MCA Niger, continuing the Contract will be detrimental to the interests or reputation of the MCA Niger, or the project.;  (d) If the MCA Niger, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.  (e) If the Compact has been terminated or the MCC has suspended disbursements under the Compact. | | |
| b. By the Consultant | 7.3 The Consultant shall promptly notify the MCA Niger in writing of any situation or any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations under the Contract.  7.4 Upon written confirmation by the MCA Niger or upon failure of the MCA Niger to respond to such notice within 14 (fourteen) calendar days of receipt thereof, the Consultant shall be relieved from all liability and may thereupon terminate the Contract by giving no less than fourteen (14) calendar days, a written termination notice. | | |
| Obligations of the Consultant |  | |
| a. Standard of Performance | 8.1 The Consultant shall carry out the Services with due diligence and efficiency, and shall exercise such reasonable skill and care in the performance of the Services as is consistent with sound professional practices.  8.2 The Consultant shall act at all times so as to protect the interests of the MCA Niger and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practice~~s~~. | |
| b. Compliance | 8.3 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law. | |
| c. Conflict of Interests | 8.4. The Consultant shall hold the MCA Niger’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.  8.5 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 non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.  8.6 The Consultant shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.  8.7 The Consultant has an obligation shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their MCA Niger, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract. | |
|  |  | |
|  |  | |
| Confidentiality | 9.1 Except with the prior written consent of the MCA Niger, the Consultant shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant, make public the recommendations formulated in the course of, or as a result of, the Services. This confidentiality does not limit the Consultant, from disclosing any integrity violations or producing any such documents, records, evidence, or testimony as required by law or MCC’s Anticorruption Policy and Integrity Principles and MCC PPG Guidelines. | |
| Insurance to be taken out by the Consultant | 10.1 The Consultant shall take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the MCA Niger. The Consultant shall ensure that such insurance is in place prior to commencing the Services.  10.2 The MCA Niger undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, for purpose of the Services, nor for any dependent of any such person.  10.3 The MCA Niger reserves the right to require original evidence that the Consultant has taken out the necessary insurance. | |
| Accounting, Inspection and Auditing | 11.1 The Consultant shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.  11.2 The Consultant shall permit the MCC and/or persons appointed by the MCC to inspect the site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the MCC if requested by the MCC. | |
| Reporting Obligations | 12.1 The Consultant shall submit to the MCA Niger the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in said Appendix. | |
| Proprietary Rights of the MCA Niger in Reports and Records | 13.1 All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the MCA Niger in the course of the Services shall be confidential and become and remain the absolute property of the MCA Niger unless otherwise agreed by the MCA Niger in writing. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MCA Niger, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the MCA Niger.  (a) The consultant shall indemnify the MCA Niger from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the MCA Niger during or in connection with the Services by reason of i) infringement or alleged infringement by the Consultant of any patent or other protected right, or ii) plagiarism or alleged plagiarism by the Consultant.  (b) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant from the MCA Niger funds or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.” | |
| Description of Job Description of Consultant | 14.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant are described in **Appendix B.** | | | |
| MCA Niger’s Payment Obligation | 15.1 In consideration of the Services performed by the Consultant under this Contract, the MCA Niger shall make such payments to the Consultant for the services specified in **Appendix A** and in such manner as described in **Appendix C**. | | | |
| Mode of Billing and Payment | 16.1 The payments under this Contract shall be made in accordance with the payments provisions in **Appendix C**.  16.2 Payments do not constitute acceptance of the whole Services nor relieve the Consultant of its obligations. | | | |
| Amicable Settlement of disputes20. Dispute Resolution | 17.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.  17.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within seven (7) calendar days after receipt. If that Party fails to respond within seven (7) calendar days, or the dispute cannot be amicably settled within seven (7) calendar days following the response of that Party, Clause “Dispute Resolution” below shall apply.  20.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the applicable adjudication/ arbitration. | | | |

**Attachment 1: MCC’s Policy – Corrupt and Fraudulent Practices**

P1.B.1.20 MCC requires that all beneficiaries of MCC funding, including the MCA Entity and any consultant and sub-consultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts. MCCs Policy on Preventing, Detecting, and Remediating Fraud and Corruption in MCC Operations is applicable to all procurements involving MCC funding and can be found on the MCC Website. In pursuance of this policy, the following provisions shall apply.

P1.B.1.21 (a) For the purposes of these provisions, the terms set forth below are defined as follows:

“(i)“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 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;

(ii) “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 establish prices at artificial, noncompetitive levels or to otherwise deprive the MCA Entity of the benefits of free and open competition;

(iii) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence 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;

(iv) “fraudulent practice” means any act or omission, including any misrepresentation, that 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;

(v) “obstructive practice” means any act taken in connection with the implementation of any contract supported, in whole or in part, with MCC funding:

(aa) that results in the 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;

(bb) 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

(cc) intended to impede the conduct of an inspection and/or the exercise of audit rights of MCC provided under the Compact and related agreements; and

(vi) “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 the “General Provisions Annex” that will be made a part of MCC-funded contracts and may be found on the MCC website at [http://www.mcc.gov](http://www.mcc.gov/).

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# Attachment 2: MCC’s Policy - Eligibility Requirements

P1.B.1.9 To foster competition, MCC permits firms and individuals to offer goods, works, and non-consultant services for MCC-funded Projects, except firms and individuals that (i) are declared ineligible by The World Bank for any reason during the period of time that the firm or individual is sanctioned by The World Bank; (ii) are blacklisted by The World Bank; or (iii) are debarred or suspended from participation in procurements funded by the United States Federal Government or otherwise prohibited by applicable United States law or executive order or United States policies, including under any then-existing anti-terrorist policies.

P1.B.1.9 (a) Consultants may be excluded if: (i) as a matter of law or official regulation, the country of the MCA Entity prohibits commercial relations with the consultants country provided that MCC is satisfied with such exclusion, or (ii) 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 country of the MCA Entity prohibits any payments to a particular firm or person or for particular goods.

P1.B.1.9 (d) Government officials and civil servants may only be hired under consultant contracts, either as individuals or as members of a team of a consultant firm, if they (i) are on leave of absence without pay; (ii) are not being hired by the agency they were working for immediately before going on leave; and (iii) their employment would not create a conflict of interest (see Paragraph P1.B.1.9 of this Section 1.B).

P1.B.1.9 (e) A firm declared ineligible in accordance with Part 10, Eligibility Verification Procedures, shall be ineligible to be awarded an MCC-funded contract. This would also remove from eligibility any procurement from a country or from a firm that is organized in or has its principal place of business or a significant portion of its operations in any country that is subject to sanction or restriction by law or policy of the United States.

# Attachment 3: MCC’s Policy - General Provisions

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

The MCA-Niger 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-Niger 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-Niger 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-Niger, 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-Niger, 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-Niger.

**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-Niger in the manner and to the extent required by the Compact or related documents, and as may be reasonably requested by the MCA-Niger 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-Niger, 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-Niger 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-Niger, the Fiscal Agent, or the MCA-Niger’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-Nigeror MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MCA-Niger 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-Niger, 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-Niger 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-Niger 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-Niger 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-Niger as provided by the MCA-Niger 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-Niger 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.

**APPENDICES**

Appendix A – Terms of Reference and Reporting Requirements

Appendix B - Expert CV

Appendix C – Breakdown of Contract Price and Payment milestones against deliverables