



**MILLENNIUM  
CHALLENGE  
CORPORATION**  
REDUCING POVERTY THROUGH GROWTH



**REQUEST FOR PROPOSALS  
MCA-N # QCBS 2007-01**

**FUNDACIÓN RETO DEL MILENIO-NICARAGUA  
MCA-NICARAGUA PROCUREMENT AGENT**

***Project Name:***

*MCA Program Administration, Monitoring & Evaluation*

***Title of Consulting Services:***

*Data Quality Reviewer of the MCA – Nicaragua Program*

Leon, Nicaragua  
January 30, 2007

# 1 Section 1. Letter of Invitation

León, January 30, 2007  
MCA-N # QCBS 2007-01

## REQUEST FOR PROPOSALS FOR CONSULTANCY SERVICES

1. This request for proposals (RFP) follows the General Procurement Notice that appeared in DG-Market online of August 4, 2006, UN Development Business online of July 28, 2006, local newspapers “La Prensa” of July 30, 31 and August 2, 2006 and “El Nuevo Diario” of July 31, August 2 and 4, 2006 and was posted on the website of MCA-Nicaragua: <http://www.cuentadelmilenio.org.ni>.
2. The Millennium Challenge Corporation (“MCC”) and the Government of the Republic of Nicaragua (the “Government”) have entered into a Compact for Millennium Challenge Account (“MCA”) assistance to help facilitate poverty reduction through economic growth in Nicaragua (the “Compact”) in the amount of USD \$175,000,000 (“MCC Funding”). The Government, acting through the Fundación Reto del Milenio-Nicaragua (“MCA-Nicaragua”), intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued. Payment by MCC will be made only at the request of MCA-Nicaragua and upon approval by MCC, and will be subject, in all respects, to the terms and conditions of the Compact, including restrictions on the use of MCC Funding and conditions to the disbursements.
3. The MCA-Nicaragua through its Procurement Agent, The Louis Berger Group Inc., herewith invites Consulting Firms to submit proposals to provide the following consulting services: **Data Quality Reviewer of the MCA – Nicaragua Program**. More details on the services are provided in the Terms of Reference.
4. A firm will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP, in accordance with the Procurement Guidelines set out in the Procurement Agreement governing procurements funded under the MCC Compact.

The Consultants are advised that while the procedures are similar to the procedures set out in the World Bank Guidelines there are several very significant differences.

5. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Form of Contract
6. The proposals are due at the following address by **March 23, 2007** up to **10:00 a.m.** (Nicaragua local time). Proposals received after this time and date shall not be considered and returned unopened.

Address:

**Fundación Reto del Milenio-Nicaragua (MCA–Nicaragua)**  
**Procurement Agent**

Attention: John Bowlin

Villa Fontana # 26, Annex A, frente al costado norte del Club Terraza,  
Managua, Nicaragua

Electronic mail address: jbowlin@louisberger.com

Yours sincerely,

**Juan Sebastian Chamorro García Ph. D.**

**Director General**

Fundación Reto del Milenio-Nicaragua (MCA-Nicaragua)

## **Section 2. Instructions to Consultants (ITC)**

### **Definitions**

- (a) “Consultant” means any entity or person that may provide or provides the Services to MCA-Nicaragua under the Contract.
- (b) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (c) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- (d) “Day” means calendar day.
- (e) “Government” means the government of the Republic of Nicaragua.
- (f) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides the Consultants with all information needed to prepare their Proposals.
- (g) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by MCA-Nicaragua to the Consultants (when there is a shortlist).
- (h) “MCA-Nicaragua” (MCA-N) is the principal with which the selected Consultant signs the Contract for the Services.
- (i) “MCC” means the Millennium Challenge Corporation.
- (j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Nicaragua; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Nicaragua.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “RFP” means the Request For Proposal prepared by MCA-Nicaragua for the selection of Consultants.
- (m) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (n) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.

- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of MCA-Nicaragua, and the Consultant, and expected results and deliverables of the assignment.

## **1. Introduction**

- 1.1 The “Fundación Reto del Milenio-Nicaragua (MCA Nicaragua)” will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 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 site visit and attend a pre-proposal conference, if offered in the Data Sheet. To this purpose, Consultants should contact MCA-Nicaragua at the address provided in the Data Sheet for relevant arrangements. Attending the pre-proposal conference and/or site visit is optional and their attendance shall not be taken into account for the purpose of evaluation.
- 1.4 MCA-Nicaragua will provide in a timely manner, at no cost to the Consultants the inputs and facilities specified in the Data Sheet.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. MCA-Nicaragua is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

## **Conflict of Interest**

- 1.6 MCA-Nicaragua requires that Consultants provide professional, objective, and impartial advice and at all times hold MCA-Nicaragua’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be

considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting activities**

- (i) A firm that has been engaged by MCA-Nicaragua 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 firm 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 or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, including but not limited to surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting assignments**

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for MCA-Nicaragua or any other client of the Consultant.

**Conflicting relationships**

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of MCA-Nicaragua's staff, Procurement or Fiscal Agents hired (as defined in the Compact) by MCA-Nicaragua who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MCC throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of MCA-Nicaragua, 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.

1.6.3 No agency or current employees of the Government shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Government to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any current Government employee as Personnel in their Technical Proposal, such Personnel must have written certification from the Government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to MCA-Nicaragua by the Consultant as part of his technical proposal.

**Unfair  
Advantage**

1.6.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, MCA-Nicaragua shall make available to all Consultants upon request together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and  
Corruption**

1.7 MCC requires that MCA-Nicaragua (including the beneficiaries of the MCC grant funds), as well as consultants under MCC funded contracts, observe the highest standard of ethics during the selection and execution of such contracts. In accordance with this requirement, MCA-Nicaragua:

(a) defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) “corrupt practice” means the offering, receiving, providing, accepting or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or execution of an agreement; or the making of any payment to any third

party, in connection with or in furtherance of this Contract, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 USC 78a et seq);

- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of MCA-Nicaragua, designed to establish prices at artificial, noncompetitive levels;
  - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract; and
  - (v) “prohibited practices” means any action that violates the provisions relating to Anti-Corruption Legislation, Anti-Money Laundering Legislation and terrorist financing statutes or other restrictions set forth in the General Conditions of Contract of this RFP.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or prohibited practices in competing for the contract in question;
  - (c) will cancel the portion of the grant allocated to a contract if it determines at any time that representatives of MCA-Nicaragua or of a beneficiary of the grant were engaged in corrupt, fraudulent, collusive, coercive or prohibited practices during the selection process or the execution of the contract, without MCA-Nicaragua having taken timely and appropriate action satisfactory to the MCC to remedy the situation.
  - (d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated

period of time, to be awarded a MCC-funded contract if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or prohibited practices in competing for, or in executing, a MCC-funded contract; and

- (e) will have the right to require that, in contracts funded by MCC, a provision be included requiring Consultants to permit MCC to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by MCC.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with the above paragraph 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

**Origin of Goods  
and Consulting  
Services**

1.10 Goods supplied and Services provided under the Contract may originate from any country except if:

- (i) as a matter of law or official regulation, Nicaragua or the United States prohibits commercial relations with that country; 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, Nicaragua prohibits any imports of goods from that country or any payments to persons or entities in that country.
- (iii) Any person or entity that has been blacklisted from participation in procurements funded with World Bank assistance or debarred or suspended from participation in procurements funded by the United States Government or otherwise prohibited by applicable United States law or Executive Order or United States

policies, including under any then-existing anti-terrorist policies, shall be excluded from procurements awarded under the Compact. Without limiting the foregoing, this would remove from eligibility any consultant, sub-consultant or personnel who or which are nationals of any country that is subject to sanction or restriction by United States law or policy. As of the date hereof, these countries include Cuba, Iran, North Korea, Sudan, and Syria.

- |  |      |  |
|--|------|--|
| <b>Only one Proposal</b>                               | 1.11 | Consultants may only submit one proposal as a lead Consultant. If a lead Consultant submits or participates in more than one proposal, all such proposals shall be disqualified. However, this does not limit the participation as a Sub-Consultant, including individual experts, in more than one proposal.  |
| <b>Proposal Validity</b>                               | 1.12 | The Data Sheet indicates the length of time that Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of its proposed staff nominated in the Proposal. MCA-Nicaragua will make its best effort to complete negotiations within this period. Should the need arise, however, MCA-Nicaragua 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 Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who 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. Expired proposals cannot be considered for award. |
| <b>Eligibility of Sub-Consultants</b>                  | 1.13 | In case a Consultant intends to associate with other Consultants and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Data Sheet.   |
| <b>2. Clarification and Amendment of RFP Documents</b> | 2.1  | Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing or by email or fax to MCA-Nicaragua at the address indicated in the Data Sheet. MCA-Nicaragua will respond in writing or by email or fax and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants by the date specified in the Data   |

Sheet. Should MCA-Nicaragua deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph 2.2 below.

2.2 At any time before the submission of Proposals, MCA-Nicaragua may amend the RFP by issuing an addendum in writing or by email or fax. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments in writing or by email or fax. To give Consultants reasonable time in which to take an amendment into account in their Proposals MCA-Nicaragua may, if the amendment is substantial, extend the deadline for the submission of Proposals.

### **3. Preparation of Proposals**

3.1 The Proposal as well as all related correspondence exchanged by the Consultants and MCA-Nicaragua shall be written in the language(s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) If a 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 those other Consultant(s) if so indicated in the Data Sheet. In case of association with other Consultant(s), the Consultant shall act as association leader and retain sole liability. 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.
- (b) For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (c) Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

- Language** (d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Data Sheet. In all cases where the Data Sheet allows for two languages, the English language shall govern.
- Technical Proposal Format and Content**
- 3.4 (a) The Technical Proposal shall provide all the information using the attached Standard Forms (Section 3), all complementary information asked for in the Data sheet, and should include all the information required therein. Failure to provide such information may result in the Proposal being rejected.
- 3.4 (b) If so specified in the Data Sheet, the Technical Proposal shall be restricted to a page limit. A page is considered to be one printed side of A4 or letter size paper, text font type Times New Roman size 12pt, margins on all sides not less than 2cm. The Proposals not conforming to this page limit may be rejected at the discretion of MCA-Nicaragua.
- 3.5 The Technical Proposal shall not include any financial information which may totally or partially disclose the offered proposal price. A Technical Proposal containing such financial information shall be rejected.
- Financial Proposals**
- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). The activities and items described in the Technical Proposal shall be assumed to be included in the price offered in the Financial Proposal.
- 3.7 Consultants may only express the price of their services in the currencies specified in the Data Sheet.
- 3.8 The Consultant, the Sub-Consultants, and their respective Personnel may be subject to certain local taxes (including income taxes, profits taxes or other taxes, duties, charges or fees on business) on amounts payable by MCA-Nicaragua hereunder. The Consultant, Sub-Consultant and their respective Personnel shall pay all such local taxes and such other taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the amount of the Financial Proposal.
- 3.9 The Consultants are advised that the tax provisions under MCC-funded contracts may differ from other donor-funded contracts; therefore, the Consultants are encouraged to closely review the tax exemptions and liability provisions set forth in

Section 2.3 (e) of the Compact between the Government of Nicaragua and MCC, available in English at <http://www.cuentadelmilenio.org.ni/descarga.html>.

- 3.10 The form of contract to be used in connection with this RFP includes references to such tax provisions. The Consultants are required to ascertain available tax exemptions and determine all tax liabilities, and include these in their fixed-price Financial Proposal. There shall be no adjustments permitted for tax exemptions/liabilities after the opening of Proposals.
- 3.11 Consultants should be aware that their Proposals should be limited to the requirements of the TORs. Any suggestions for modifications to the TORs should be noted in Form TECH 3, which could be discussed during Negotiations at the discretion of MCA-Nicaragua.

#### **4. Submission, Receipt, and Opening of Proposals**

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should be in the formats given in Section 3 and Section 4 respectively.
- 4.2 An authorized representative of the Consultant shall initial all pages of the original Technical and Financial Proposals. The authorization shall accompany the Proposal in the form of a written power of attorney or in any other form demonstrating that the representative has been duly authorized to sign (including but not limited to a Decision of the Board, the incorporation of the company). The signed Technical and Financial Proposals shall be marked "Original". All required copies shall be made from this original.
- 4.3 The Technical and Financial Proposals shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposal shall be sent to the addresses and in the number of copies indicated in the Data Sheet. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" followed by the RFP Number indicated on the Cover Page of this RFP and the name of the assignment.

Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the RFP Number indicated on the Cover Page of the RFP and the name of the assignment and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, RFP number and name of the assignment, and be clearly marked "**DO NOT OPEN, EXCEPT DURING THE PROPOSAL OPENING SESSION.**" MCA-Nicaragua shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. Failure to correctly seal and marking the envelopes may be a cause of rejecting the Proposal. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for rejecting the Proposal.

- 4.5 The Proposal must be sent to the address/addresses indicated in the Data Sheet and received by MCA-Nicaragua no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by MCA-Nicaragua after the deadline for submission shall be returned unopened.
- 4.6 MCA-Nicaragua shall open the Technical Proposal publicly at the date and time specified in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and securely stored.

## **5. Evaluation of proposals**

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact MCA-Nicaragua on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence MCA-Nicaragua in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 5.2 Proposals shall be evaluated by an Evaluation Committee nominated by MCA-Nicaragua. The names of the Committee members shall remain confidential at all times. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

- Evaluation of Technical Proposals**
- 5.3 The evaluation committee shall evaluate the Technical Proposals on the basis of their compliance with the evaluation criteria specified in the Data Sheet. Each acceptable Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to the required format and its components as defined in the Data Sheet, or if it fails to achieve the minimum technical score indicated in the Data Sheet. At the discretion of the Evaluation Committee, requests for clarifications may be sent to the Consultants in writing by MCA-Nicaragua. Such clarifications shall only concern minor elements of the Proposals and in no way can allow for substantial changes to the initial Proposal. Answers shall be provided only in writing.
- Public Opening and Evaluation of Financial Proposals**
- 5.4 Following the ranking of technical Proposals, in case when selection is based on quality only (QBS), the first ranked Consultant shall be invited to negotiate its proposal and the Contract in accordance with the instructions given below for Negotiations. In case of QCBS, FBS and LCS, the procedure specified below in 5.5 shall be followed.
- 5.5 After the technical evaluation is completed, the MCA-Nicaragua shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The MCA-Nicaragua shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date will allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.6 Financial Proposals shall be opened publicly. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

- 5.7(a) The evaluation committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, in each case, the former will prevail. In addition to the above corrections, all activities and items described in the Technical Proposal shall be assumed to be included in the prices offered in the Financial Proposal. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in this RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal price, (ii) if the Fixed-Price form of contract has been included in this RFP, no corrections are applied to the Financial Proposal in this respect.
- 5.7 (b) At any time during the evaluation process in all cases of QBS, QCBS, FBS, and LCS, MCA-Nicaragua shall reserve the right to conduct a verification of market-reasonableness of the prices offered, and a negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the Proposal at the discretion of MCA-Nicaragua. The Consultant shall not be permitted to revise its Proposal after this determination.
- 5.7 (c) In case of 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 the Data Sheet. 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; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 Prior to inviting the best evaluated firm for negotiations, MCA-Nicaragua may, at its own discretion, conduct a post-qualification review. The criteria for post-qualification may include, among others, verification of the information provided in the Technical and Financial Proposals, review of the Consultant's financial statements, and check on the references provided in the proposal and other clients of the

Consultant whether or not listed in the Proposal. A negative determination in the post-qualification could lead to the rejection of the Proposal, and MCA-Nicaragua may, at its discretion move to invite the next-ranked Consultant.

5.9 In the case of Fixed-Budget Selection, MCA-Nicaragua 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-Price Selection, MCA-Nicaragua will select the lowest price proposal among those that passed the minimum technical score. In both cases the evaluated proposal price shall be considered, and the selected firm shall be invited for negotiations.

## **6. Negotiations**

6.1 Negotiations will be held at the address indicated in the Data Sheet. The date and time shall be communicated to the invited Consultant following completion of the Financial Evaluation process. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all proposed staff. Failure in satisfying such requirements may result in MCA-Nicaragua proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

### **Technical negotiations**

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. MCA-Nicaragua and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from MCA-Nicaragua to ensure satisfactory implementation of the assignment. MCA-Nicaragua shall prepare minutes of negotiations which will be signed by MCA-Nicaragua and the Consultant.

### **Financial negotiations**

6.3 Pursuant to clause 3.8, 3.9, and 3.10 above, Financial Negotiations shall not include discussions of and adjustments for the Consultant's tax liabilities. Further, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

- |   |     |  |
|---|-----|--|
| <b>Availability of Professional staff/experts</b> | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, MCA-Nicaragua expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. MCA-Nicaragua will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. If this is not the case and if it is established that Professional staff were offered in the Proposal without confirming their availability, the Consultant may be disqualified. |
| <b>Conclusion of the negotiations</b>             | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations MCA-Nicaragua and the Consultant will initial the agreed Contract. If negotiations fail, MCA-Nicaragua will invite the Consultant whose Proposal received the second highest score to negotiate a Contract, and will not be liable to the Consultant for any expenses incurred.   |
| <b>7. Award of Contract</b>                       | 7.1 | After completing negotiations, and after allowing for the Bid Challenge Procedure specified below in Clause 9 MCA-Nicaragua shall award the Contract to the selected Consultant, ensure publicity of the Contract award and promptly notify all Consultants who have submitted proposals.. After Contract signature, the MCA-Nicaragua shall return the unopened Financial Proposals to the unsuccessful Consultants.  |
|   | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.   |
| <b>8. Confidentiality</b>                         | 8.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.   |
| <b>9. Complaints</b>                              | 9.1 | Any bid challenges will be conducted under the bid challenge system that complies with the terms as set forth in the Procurement Guidelines and approved by MCC, specified in the Data Sheet.  |

## Instructions to Consultants

### DATA SHEET

Paragraph Reference to ITC	
<b>1.1 and 4.4</b>	Method of selection: <b>Quality and Cost Based Selection (QCBS)</b>
<b>1.2</b>	Financial Proposal to be submitted together with Technical Proposal: <b>Yes <u>X</u></b> Name of the assignment is: <b>Data Quality Reviewer of the MCA – Nicaragua Program.</b>
<b>1.3</b>	A pre-proposal conference will be held: <b>Yes <u>X</u></b> Date: <b>February 16, 2007 at 10:00 a.m.</b> (Nicaragua local time). Location: Fundación Reto del Milenio-Nicaragua Km. 78 ½ carretera a León, Nicaragua.  A site visit shall be organized:  <b>No <u>X</u></b>  The contact address for arrangements is: <b>Fundación Reto del Milenio-Nicaragua (MCA–Nicaragua)</b> <b>Procurement Agent</b> Attention: John Bowlin Villa Fontana # 26, Annex A, frente al costado norte del Club Terraza. Managua, Nicaragua. Telephone & Facsimile numbers: (505) 255-0501, 255-0508, 255-0520, 277-0043, 277-1272 or 1-202-470-1390. Electronic mail address: jbowlin@louisberger.com
<b>1.4</b>	Inputs and facilities to be provided by MCA-Nicaragua: if so specified in <b>Appendix G</b> of the enclosed Form of Contract.
<b>1.12</b>	Proposals must remain valid 120 days after the submission date, until: <b>July 20, 2007.</b>
<b>1.13</b>	Eligibility criteria for Sub-Consultants are as follows: no additional criteria.

<p><b>2.1</b></p>	<p>Clarifications may be requested not later than 30 days before the submission date, i.e., by <b>February 21, 2007</b>.</p> <p>MCA-Nicaragua shall respond in writing by <b>February 28, 2007</b>.</p> <p>The address for requesting clarifications is:</p> <p><b>Fundación Reto del Milenio-Nicaragua (MCA–Nicaragua)</b>  <b>Procurement Agent</b>  Attention: John Bowlin  Villa Fontana # 26, Annex A, frente al costado norte del Club Terraza.  Managua, Nicaragua.  Telephone &amp; Facsimile numbers:  (505) 255-0501, 255-0508, 255-0520, 277-0043, 277-1272 or 1-202-470-1390.  Electronic mail address: <a href="mailto:jbowlin@louisberger.com">jbowlin@louisberger.com</a></p>
<p><b>3.1</b></p>	<p>Proposals shall be submitted in the following languages:  <b>English and Spanish.</b></p> <p>The final report shall be provided in <b>English and in Spanish.</b></p> <p>Whenever two languages are used for any purpose, the English language shall govern.</p>
<p><b>3.3 (a)</b></p>	<p>In case of shortlisted firms, joint venture and association amongst shortlisted firms is allowed: <b>No</b></p> <p>In case of withdrawal from the selection process after shortlisting, participation within one of the other associations in the shortlist is not allowed.</p>
<p><b>3.3 (d)</b></p>	<p>All Final Reports must be submitted in <b>English and Spanish</b>. Interim Reports and presentations may be in Spanish upon agreement with MCA-Nicaragua.</p>
<p><b>3.4</b></p>	<p>(a) The following complementary information is required:</p> <ol style="list-style-type: none"> <li>1. Copy of documents of constitution / corporation, including actual legal status, original and actual place of registration and principal place of business.</li> <li>2. Copy of power of attorney demonstrating that the signatory of the proposals has been duly authorized to sign as Legal Representative of the Consultant firm that submit the proposals.</li> </ol>

	<p>3. The Consultants firm selected must deliver before the signing of the contract those documents properly legalized by a Notary (in case of Nicaraguan firms) or by the Consulate and Ministry of Foreign Affairs of Nicaragua (in the case of foreign firms).</p> <p>4. In case of consortium, original document of “Commitment or Intention Letter” of Consultants firms. In case an consortium is selected the associated Consultants firms shall deliver the agreement of partnership properly legalized as indicated in paragraphs 1 to 3 of this Clause 3.4. Each firm associated shall deliver the complementary information required.</p> <p>(b) The Technical Forms shall conform to the page limits provided on each TECH form.</p>
<p><b>3.7</b></p>	<p>Consultant shall express all prices in <b>US Dollars</b>.</p>
<p><b>4.3</b></p>	<p>The Consultant must submit <b>an original and 3 (three) copies</b> (in English and Spanish each) of the Technical Proposal, and <b>an electronic copy in the form of a CD Rom</b> in Microsoft Word and/or Excel, as appropriate. The CD for the Technical Proposal should be sealed in the same envelope as the Technical Proposal.</p> <p>The Consultant shall also submit <b>an original and 3 (three) copies</b> (in English and Spanish each) of the Financial Proposal, and <b>an electronic copy in the form of a CD Rom</b> in Microsoft Word and/or Excel, as appropriate. The CD for the Financial Proposal should be sealed in the same envelope as the Financial Proposal.</p> <p>In any case of discrepancy between the Original and printed or electronic copies, the Original printed must govern.</p>
<p><b>4.5</b></p>	<p>The Proposal submission address is:</p> <p><b>Fundación Reto del Milenio-Nicaragua (MCA–Nicaragua)</b>  <b>Procurement Agent</b>  Attention: John Bowlin  Villa Fontana # 26, Annex A, frente al costado norte del Club Terraza.  Managua, Nicaragua.  Telephone &amp; Facsimile numbers:  (505) 255-0501, 255-0508, 255-0520, 277-0043, 277-1272  or 1-202-470-1390.</p>

	<p>Electronic mail address: jbowlin@louisberger.com</p> <p>Proposals must be submitted no later than: <b>March 23, 2007 up to 10:00 a.m.</b> (Nicaragua local time).</p> <p>The following RFP number <b>MUST</b> be written on the outside envelope and on the Proposals: <b>MCA-N # QCBS 2007–01.</b></p>																				
4.6	<p>The date and time for public opening of the Technical Proposals is: <b>March 23, 2007 at 11:00 a.m.</b> (Nicaragua local time).</p>																				
5.3	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are as follows:</p> <p><b>A. Organizational Capability, Experience and Past Performance</b></p> <p>Demonstrated capability and capacity to plan, implement and support complex programs and the range of activities outlined in the proposal of the Consultant.</p> <table border="1" data-bbox="435 989 1393 1220"> <thead> <tr> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Past performance in conducting similar programs of similar size and magnitude.</td> <td><b>10</b></td> </tr> <tr> <td>Demonstrated familiarity with supervision and quality control of data of M &amp; E Systems in similar Programs</td> <td><b>10</b></td> </tr> <tr> <td><b>Sub-total</b></td> <td><b>20</b></td> </tr> </tbody> </table> <p><b>B. Technical Approach</b></p> <p>The technical approach must set forth in details how the Consultant</p> <table border="1" data-bbox="435 1398 1393 1734"> <thead> <tr> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Demonstrated understanding of the procedures of collecting high quality, reliable and precise data:</td> <td></td> </tr> <tr> <td>    a) Feasibility of the Proposal;</td> <td><b>15</b></td> </tr> <tr> <td>    b) Understanding of Challenges and Constraints;</td> <td><b>15</b></td> </tr> <tr> <td>    c) Work Plan.</td> <td><b>10</b></td> </tr> <tr> <td><b>Sub-total</b></td> <td><b>40</b></td> </tr> </tbody> </table> <p><b>C. Key Staff Capabilities, Experience and Past Performance</b></p> <p>Key Personnel proposal should be consistent with the Staffing section of</p>	Criteria	Points	Past performance in conducting similar programs of similar size and magnitude.	<b>10</b>	Demonstrated familiarity with supervision and quality control of data of M & E Systems in similar Programs	<b>10</b>	<b>Sub-total</b>	<b>20</b>	Criteria	Points	Demonstrated understanding of the procedures of collecting high quality, reliable and precise data:		a) Feasibility of the Proposal;	<b>15</b>	b) Understanding of Challenges and Constraints;	<b>15</b>	c) Work Plan.	<b>10</b>	<b>Sub-total</b>	<b>40</b>
Criteria	Points																				
Past performance in conducting similar programs of similar size and magnitude.	<b>10</b>																				
Demonstrated familiarity with supervision and quality control of data of M & E Systems in similar Programs	<b>10</b>																				
<b>Sub-total</b>	<b>20</b>																				
Criteria	Points																				
Demonstrated understanding of the procedures of collecting high quality, reliable and precise data:																					
a) Feasibility of the Proposal;	<b>15</b>																				
b) Understanding of Challenges and Constraints;	<b>15</b>																				
c) Work Plan.	<b>10</b>																				
<b>Sub-total</b>	<b>40</b>																				

the TOR and the Technical Approach proposed by the Consultant.

<b>Criteria</b>	<b>Points</b>
a) Education and training, demonstrated experience and past performance of the proposed key staff; and	<b>10</b>
b) Key staff technical expertise appropriate to proposed positions and roles	<b>10</b>
c) Extent to which the proposal provides a clear, logical and appropriate staffing pattern with responsibilities among different staff positions adequately defined	<b>10</b>
d) The experience of proposed key staff in Nicaragua and/or other Latin American countries, capability in speaking and reading in Spanish language	<b>10</b>
<b>Sub-total</b>	<b>40</b>

The minimum technical score  $S_t$  required to pass is: 75 (seventy-five) Points.

- A. Organizational Capability, Experience and Past Performance: 15 points
- B. Technical Approach: 30 points
- C. Key Staff Capabilities, Experience and Past Performance: 30 points

**5.7 (c)**

The formula for determining the financial scores is the following:  
 $S_f = 100 \times F_m/F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration

The weights given to the Technical and Financial Proposals are:  
**T= 0.8**, and  
**F= 0.2**

**6.1**

The address for the negotiations is:

Fundación Reto del Milenio-Nicaragua (MCA–Nicaragua)  
 Procurement Agent  
 Villa Fontana # 26, Annex A, frente al costado norte del Club Terraza.  
 Managua, Nicaragua.

**7.2**

Expected date for commencement of consulting services:

Date: **July 30, 2007**.  
 Location: León and Chinandega, Nicaragua.

<p><b>9.1</b></p>	<p><b>The Bid Challenge Process:</b></p> <p>MCA-Nicaragua shall entertain complaints from any bidder (a "claimant") who claims to have suffered or who may suffer loss or injury due to a breach by MCA-Nicaragua of the procurement provisions of the Compact or the Procurement Agreement, including the Procurement Guidelines, in the conduct of any procurement process. Each complaint submitted by a Claimant will be subject to a review process as given below. Only lead bidders or lead proponents can be eligible to file a complaint (not the sub-bidders, sub-contractors, or sub-consultants).</p> <p>The following shall not be subject to challenge under this process.</p> <ul style="list-style-type: none"> <li>(a) The selection of a procurement method (QCBS, QBS, etc.) or the type of procurement (goods, works, non-consultant services, consultant services); or</li> <li>(b) A decision by MCA-Nicaragua to reject all tenders, proposals, offers or quotations or to otherwise terminate a procurement process.</li> </ul> <p>In the first instance, each complaint will be subject to a review by a Technical Panel comprised of the following: MCA-Nicaragua's Deputy General Director, Procurement Director, General Counsel, and a representative of MCA-Nicaragua's Procurement Agent.</p> <p>A Complaint may be initiated by the Claimant by submission in writing (which may be by email or fax) to MCA-Nicaragua (through the Procurement Agent at the address given below) at the following times:</p> <ul style="list-style-type: none"> <li>(i) within five (5) working days of the date of (a) issuance or modification of a request for proposals or (b) a decision to extend the time for submission of proposals;</li> <li>(ii) in the event that the procurement process requires a technical evaluation prior to the opening of financial bids, within three (3) working days of the date that the results of the technical evaluation are notified to bidders; and</li> <li>(iii) within three (3) working days of the date that the proposed award is notified to bidders.</li> </ul> <p>Solely to the extent that a Complaint is based on facts or information that was not available to a Claimant at the times set forth above, a Claimant may also file a Complaint within three (3) working days of the date that the Claimant knows or should reasonably be expected to know (whichever is</p>
-------------------	--

earlier) of the fact that gives rise to the Complaint. Complaints that are untimely on their face shall be dismissed. Complaints should be sent to the following address:

**MCA- Nicaragua Procurement Agent**

Attn: John Bowlin

Villa Fontana No. 26, Annex A, Frente al costado norte del Club Terraza  
Managua, Nicaragua

Telefax: (505) 277 1272;

E-mail: [jbowlin@louisberger.com](mailto:jbowlin@louisberger.com)

The Technical Panel will review and make a recommendation on the complaint. The Technical Panel will issue a written decision no later than 8 (eight) working days (including notification to claimant). This recommendation shall be notified in writing (which may be by email or fax) by the Procurement Agent to the Claimant.

If the Claimant is not satisfied with the above decision, the Claimant shall have the right to request that the Complaint be subject to an administrative review (a "Review") by a Procurement Panel by submission in writing (which may be by email or fax) to MCA-Nicaragua (through the Procurement Agent) within five (5) working days from the date when the recommendation of the Technical Panel was notified to the Claimant.

The Procurement Panel will be comprised of three (3) members who are experts in the field of procurement. These members shall be selected from a list of trained and procurement-certified experts who do not have any direct or perceived conflict of interest in the outcome of the Complaint and shall not have been involved in the procurement process at issue.

The Procurement Panel shall issue its decision within 15 (fifteen) working days from the date the Procurement Panel convened for the first time. The decision of the Procurement Panel will be final and binding on both Parties. All documents and proceedings under these Rules shall be in the Spanish language; provided that the Claimant may, at its own cost, provide for official translation services at any oral hearings or when providing statements for the record. Complaints should be sent to the following address:

**MCA- Nicaragua**

Attn.: General Director

Villa Fontana No. 26, Annex A, Frente al costado norte del Club Terraza  
Managua, Nicaragua

Telefax: (505) 277 1272;

E-mail: [jbowlin@louisberger.com](mailto:jbowlin@louisberger.com)

	<p>Further details of the Bid Challenge System maybe seen at the MCA-Nicaragua website: <a href="http://www.cuentadelmilenio.org.ni/">www.cuentadelmilenio.org.ni/</a>.</p>
--	---

BLANK PAGE

### **Section 3. Technical Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization, Experience, and References
  - A Consultant's Organization
  - B Consultant's Experience
  - C Consultant's References
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by MCA-Nicaragua
  - A On the Terms of Reference
  - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staff Schedule
- TECH-8 Work Schedule

---

**FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM**

---

[Location, Date]

To: **MCA-Nicaragua**  
c/o **Procurement Agent**  
Attn.: John Bowlin  
Villa Fontana # 26, Annex A, frente al costado norte del Club Terraza  
Managua, Nicaragua.

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for *[insert]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelopes.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant or delete in case no association is foreseen]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the validity date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

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

---

## FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

### A - Consultant's Organization

*[Provide here a brief (maximum two pages) description of the background and organization of your firm/entity and each associate/joint venture partner for this assignment.]*

### B - Consultant's Experience

*[Using the format below, provide information on minimum of 5 (five) assignments for which your team (firm or an associate for this assignment) was legally contracted over the last 5 (five years) 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 this assignment. Use max. 10 pages.]*

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of Client: (references to be provided per Form TECH 2 (C) below)	Total N <sup>o</sup> of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current USA \$):
Start date (month/year): Completion date (month/year):	N <sup>o</sup> of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of 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:	

Firm's Name: \_\_\_\_\_

### **C - Consultant's References**

The Consultant shall provide at least 5 (five) references for projects of similar scope and magnitude performed by the consultant within the past 5 (five) years. Provide the following information for each reference:

- a. Name and Business Address of Contracting Officer or Other Official who can verify performance of the project cited for reference
- b. Current Phone Number, and e-mail address if available, for above point of contact.

---

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF  
REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED  
BY MCA-NICARAGUA**

---

*[These comments shall not be used for evaluation purpose, but may be discussed during negotiations. MCA-Nicaragua is not bound to accept any modifications proposed. If the proposed modifications/suggestions would require changes in the offered price, it should be noted as such, without giving the price of the change. Disclosure of any prices in this Form shall be reason for rejection of the Proposal.]*

**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement 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). Use maximum 5 (five) pages]*

**B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by MCA-Nicaragua according to the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc. Use maximum 2 (two) pages]*

---

## FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

---

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters. Use **maximum 30 pages**]:*

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

*In this section, Consultants are encouraged to restrict their response directly to the TOR. Comments on the TORs, if any, may be provided in Form TECH 3.*

*a) 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 including transfer of knowledge 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.*

*b) 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 MCA-Nicaragua), 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 Schedule of Form TECH-8.*

*c) 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.]*

**FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS**

The key positions given below are mandatory; absence of a resume for a key position below shall lead to the rejection of the Proposal. However, Consultants are permitted to propose one individual for two or more positions, in which case the same resume shall be evaluated for all proposed positions.

Curriculum Vitae are required for the following positions in the format given in form TECH 6. The CV should be signed by the relevant individual, confirming availability for the assignment.

Position	Name	Area of Expertise	Task Assigned
1. Team Leader			
2. Expert in Monitoring			
3. Expert in Survey Design and Implementation			

---

**FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

---

**1. Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_

**2. Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_

\_\_\_\_\_

**3. Name of Staff** [*Insert full name*]: \_\_\_\_\_

**4. Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**5. Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_

\_\_\_\_\_

**6. Membership of Professional Associations:** \_\_\_\_\_

\_\_\_\_\_

**7. Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_

\_\_\_\_\_

**8. Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_

\_\_\_\_\_

**9. Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_

\_\_\_\_\_

**10. Employment Record** [*Starting with present position, list in reverse order relevant employment related to the expected assignments 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: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p> <p><b>Task 1</b></p> <p><b>Task 2</b></p> <p><b>Task 3</b></p> <p><i>[to be completed as appropriate]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[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.]</i></p> <p><b><u>For Task :</u></b> <i>[to be completed as appropriate]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> <p><b><u>For Task :</u></b> <i>[to be completed as appropriate]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	---

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I further confirm that I am available and interested to participate in this assignment as proposed.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* *Day/Month/Year*

Full name of authorized representative:

## FORM TECH-7 STAFF SCHEDULE<sup>1</sup>

N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total	
<b>Foreign</b>																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
													<b>Subtotal</b>					
<b>Local</b>																		
1		[Home]																
		[Field]																
2																		
n																		
													<b>Subtotal</b>					
													<b>Total</b>					

- 1 The names here should correspond to the names provided for in the Form TECH 5 above. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff 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



## **Section 4. Financial Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Prices

FIN-3 Breakdown of prices

## FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

---

[Location, Date]

To: **MCA-Nicaragua**  
 c/o **Procurement Agent**  
 Attn.: John Bowlin  
 Villa Fontana # 26, Annex A, frente al costado norte del Club Terraza.  
 Managua, Nicaragua.

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for *[insert]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount in words and numbers<sup>1</sup>]* USA Dollars. This amount is inclusive of all taxes that shall be due on us if we are awarded the contract. We hereby acknowledge and agree that the tax amount shall not be adjusted during negotiations.

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 the Data Sheet.

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:

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

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

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

---

<sup>1</sup> Amounts must coincide with the ones indicated under Total Price of Financial proposal in Form FIN-2.

**FORM FIN-2 SUMMARY OF PRICES**

---

<b>Item</b>	<b>Prices</b>
	US Dollars
Total Price of Financial Proposal	

**FORM FIN-3: BREAKDOWN OF PRICES**

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by MCA-Nicaragua throughout the duration of this contract and/or for the purpose of verification of the market reasonableness of the prices offered)

<b>Price</b>		

Notes:

- 1 Form FIN-3 shall be filled in for the same Survey Instruments and Travel listed in Form TECH-8.

BLANK PAGE

## Section 5. Terms of Reference (TOR)

### Table of Contents

<b>I.</b>	<b>BACKGROUND .....</b>	<b>45</b>
<b>A.</b>	<b>THE MCC .....</b>	<b>45</b>
<b>B.</b>	<b>MCA-NICARAGUA PROGRAM.....</b>	<b>45</b>
<b>C.</b>	<b>MCA-NICARAGUA MANAGEMENT STRUCTURE .....</b>	<b>46</b>
<b>D.</b>	<b>MONITORING AND EVALUATION.....</b>	<b>46</b>
<b>II.</b>	<b>OBJECTIVES .....</b>	<b>47</b>
<b>III.</b>	<b>SCOPE OF SERVICES .....</b>	<b>47</b>
<b>A.</b>	<b>FAMILIARIZATION WITH THE MCA-NICARAGUA PROGRAM INDICATORS .....</b>	<b>47</b>
<b>B.</b>	<b>ANALYSIS OF DATA .....</b>	<b>48</b>
<b>IV.</b>	<b>DELIVERABLES.....</b>	<b>49</b>
▪	<b>ORAL PRESENTATIONS TO MCA-NICARAGUA .....</b>	<b>49</b>
▪	<b>WRITTEN REPORT TO MCA-NICARAGUA.....</b>	<b>50</b>
▪	<b>CLARIFICATION, DISCUSSION AND IMPLEMENTATION OF RECOMMENDATIONS .....</b>	<b>50</b>
<b>V.</b>	<b>STAFF ROLES AND RESPONSIBILITIES OF THE IMPLEMENTING ENTITY .....</b>	<b>50</b>
<b>A.</b>	<b>KEY PERSONNEL .....</b>	<b>50</b>

---

BLANK PAGE

---

## Section 5. Terms of Reference (TOR)

### Summary:

The purpose of this RFP is to procure services over 48 months to provide an independent review of the quality of data of the MCA-Nicaragua Program. Each implementation unit of the MCA Program is responsible for reporting data on the indicators set out in the Monitoring and Evaluation Plan (M&E Plan). In addition, survey data used for evaluating the impact of the Program is reported. The objective of data quality reviews (DQR) is to **verify** the implementation units' **reported data and any survey data** financed by MCA-Nicaragua.

### I. Background

#### A. The MCC

The Millennium Challenge Corporation (MCC) was established in January 2004 as a United States government corporation to implement the Millennium Challenge Account (MCA). MCC's mission is to reduce poverty by supporting sustainable, transformative economic growth in developing countries which create and maintain sound policy environments. MCC is designed to support innovative strategies and to ensure accountability for measurable results. The Government of Nicaragua (GoN) has received a grant of 175,000,000 USD from the (MCC) and established MCA-Nicaragua to implement the Compact.<sup>1</sup>

#### B. MCA-Nicaragua Program

The Goal of the Program in Nicaragua is to stimulate economic growth and poverty reduction through the Rural Development, Property and Transportation Projects. As indicated in Annex III of the Compact, the impact evaluation will assess the extent to which the income of the beneficiaries was increased as a result of the Program.

To accomplish the Compact Goal of increasing income, the MCA-Nicaragua Program aims to achieve the following objectives:

- Increase the productivity and business skills of farmers who operate small and medium sized farms and their employees (the "***Agricultural Objective***");

---

<sup>1</sup> Comprehensive information regarding the MCC and its Compact with Nicaragua is provided at its web site: [www.mcc.gov](http://www.mcc.gov).

- Improve property rights by the regularization of properties that currently lack a stable legal status (the “*Property Regularization Objective*”) and
- Reduce transportation costs between targeted production centers and national, regional, and global markets (the “*Transportation Objective*”).

Three Projects will be implemented by MCA-Nicaragua to achieve these Objectives:

- The Rural Development Project
- The Transportation Project
- The Property regularization Project

### **C. MCA-Nicaragua Management Structure**

As described in the GON Compact, the MCA-Nicaragua authorizing legislation, and the MCA-Nicaragua Governance Regulations, MCA-Nicaragua is the accountable entity responsible for overall management of the Compact’s implementation. MCA-Nicaragua is a foundation governed by a Board of Directors. The Board is responsible for making key strategic decisions, providing oversight, and is ultimately responsible for Program success or failure. The Foundation is responsible for the implementation of the Compact, including program management, financial management and reporting, and coordination of monitoring and evaluation. The Program is legally governed by the Compact and its supplemental agreements (available on [www.mcc.gov](http://www.mcc.gov) and [www.cuentadelmilenio.org.ni](http://www.cuentadelmilenio.org.ni)).

### **D. Monitoring and Evaluation**

Monitoring and Evaluation (M&E) is essential for a results-based approach to program management. It was a key component in the design of the MCA Program in Nicaragua and will remain through Program close-out. The Nicaragua M&E Plan serves the following functions:

- Explains in detail how the MCC and MCA-Nicaragua will monitor the Projects in order to determine whether they are achieving their intended results and measure their impacts over time.
- Serves as a guide for Program implementation and management, so that MCA-Nicaragua staff and board members, and Implementing Entities understand the results they are responsible for achieving, and that that beneficiaries and stakeholders are aware of progress towards those results.

- Alerts stakeholders to problems in Program implementation and provides the basis for making any needed Program adjustments.
- Describes impact evaluations that assess the causal relationship between the Program and its Goal.

## II. Objectives

The objective of data quality reviews (DQR) is to **verify** the implementation units' **reported data and any survey data** financed by MCA-Nicaragua. To get an **independent review of data quality**, a party unrelated to the MCA-Nicaragua should regularly review all Program data and data collection methodologies (i.e. sampling techniques for surveys, Implementing Entity data collection, etc.) Reviews of on-going and planned M&E activities should continue throughout the duration of the Program.

## III. Scope of Services

### a. Familiarization with the MCA-Nicaragua Program Indicators

The M&E Plan measures the results of the Program using quantitative, objective and reliable data ("Indicators"). Each Indicator has one or more expected results that specify the expected value and the expected time by which that result will be achieved ("Target"). The M&E Plan will measure and report four types of Indicators, where applicable. First, the Compact Goal Indicators (each, a "Goal Indicator") will measure the impact of the Program on the incomes of Hondurans who are affected by the Program (collectively, "Beneficiaries"). Second, Objective Indicators (each, an "Objective Indicator") will measure the final results of the Projects in order to monitor their success in meeting the Objectives. Third, Outcome Indicators (each, an "Outcome Indicator") will measure the intermediate results of goods and services delivered under the Project in order to provide an early measure of the likely impact of the Projects on the Objectives. Fourth, Project Activity Indicators (each, an "Activity Indicator") will measure the delivery of key goods and services in order to monitor the pace of Project Activity execution.

## b. Analysis of Data

The Consultant will carry out an analysis of indicator data reported to MCA-Nicaragua with the purpose of:

- Understanding the indicators and the objectives they purport to measure;
- Documenting indicator definitions;
- Understanding how, when and from what sources the data from **implementing entities** are gathered;
- Assessing **survey data**, including reviewing survey instruments, sample design and field-work quality both during the survey-testing phase and survey-implementation phase;
- Assessing the data based on:
  1. **Validity:** Are the indicators defined well and are data reported in an appropriate format? Do the indicators accurately represent reality? Do they have a verifiable source? Is all necessary data present?
  2. **Reliability:** Is there:
    - Consistency: Is the same data gathering process (including instrument and sampling process) over time and across Projects/regions;
    - Quality Control: What are the procedures (data collection, maintenance and process) to guard against bias? Are procedures reviewed periodically? Are there random checks at each stage?; and
    - Transparency: Are the procedures in writing and are problems reported?
  3. **Timeliness:** Are data collected and reported as regularly as relevant? Is reported data the most recent? Is the date of data collection clearly identified?
  4. **Precision:** Is the margin of error reported? Is the margin of error less than expected change in the indicator? Is the margin of error acceptable for decision-making, given cost/benefit? Does the target include margin of error?

5. **Objectivity:** Are data subject to political and/or personal manipulation? Is there independence in key data collection, management and assessment? Is there an impartial review of entire data gathering process? Is there integrity (between records)?
6. **Adequacy:** To what extent do the indicators for a particular expected result fully measure it? Are they sufficient to characterize and/or measure the result?
7. **Practicality:** Is the collection of data for the indicator a reasonably viable matter? Is it overly costly compared to the extent to which it measures the intended result? Are there reasons that make data collection infeasible?

- Identifying any weaknesses in the data;
- Understanding the extent to which and the manner in which those weakness can be overcome;

Making a judgment about the value of indicators that have data quality problems that cannot be overcome; and

- Identifying indicators and data collection methods that might supplant those found to be too weak.

These reviews should take place quarterly and/or annually, as data is reported. It is anticipated that the Consultant will engage in a mix of document reviews, random site visits, and interviews to observe and verify how data are actually collected and calculated.

#### IV. Deliverables

In initiating activities and carrying out the tasks necessary to accomplish the contract objectives, the Consultant will adhere to the following schedule of deliverables:

- **Oral Presentations to MCA-Nicaragua**

At initiation of engagement, regular intervals and conclusion of the Consultant's analytic work, the team will make an oral presentation to MCA-Nicaragua and relevant implementing entities and/or survey collection entities. In this presentation the Consultant will include:

1. A description of the methodological approach, including document review, site visits and interviews; and

2. A description of the Consultant's findings, conclusions and recommendations.

- **Written Report to MCA-Nicaragua**

The Consultant will provide written reports to MCA-Nicaragua every quarter during the first year of the contract and semi-annually thereafter. The reports will include:

1. A description of the methodological approach, including document review, site visits and interviews; and
2. A description of the Consultant's findings, conclusions and recommendations.

- **Clarification, Discussion and Implementation of Recommendations**

It is anticipated that putting the recommendations reported by the Consultant into effect may require clarification beyond what can be conveyed in a report and, further, that MCA-Nicaragua will want to discuss the recommendations once they have been submitted in written form. MCA-Nicaragua will discuss the Consultant's recommendations and will communicate any comments on the Consultant recommendations requiring modification and/or issues requiring further clarification.

Based on those discussions, the Consultant will design the ways in which recommendations identified as of highest priority by MCA-Nicaragua can be put into effect. The Consultant will provide MCA-Nicaragua with a revised report no later than 30 calendar days after receiving comments.

## **V. Staff Roles and Responsibilities of the Implementing Entity**

### **A. Key Personnel**

Curriculum Vitae (using Form Tech-11) shall be provided for individuals proposed to perform work under the contract as Key Personnel. No salary information shall be included in this section of the proposal. Provided below are Key Personnel requirements to perform the required work. Separate individuals must be proposed for each position.

- Team Leader

The Team Leader will:

1. Ensure that appropriate resources are made available and managed to achieve the objective of the contract,

2. Manage and provide leadership to the DQR field team,
3. Ensure quality and timeliness of all deliverables,
4. Liaise with MCA-Nicaragua and Implementing Entities and Survey Collection Entities,
5. Ensure that implementation of Consultant activities are in accordance with MCC and GoN policies and procedures, and
6. Oversee subcontractors, if any, that support DQR activities.

Minimum qualifications for a proposed Team Leader shall include:

1. Demonstrated ability to lead and manage a multi-disciplinary team, to achieve specific and measurable results,
2. Approximately 10 years of experience managing projects in Latin America and/or other developing regions, with a focus on monitoring and evaluation,
3. Masters' degree in economics and/or statistics, at a minimum,
4. Excellent interpersonal skills and demonstrated ability to hold staff accountable for performance, effectively interact with various stakeholders including government officials, project implementers, project beneficiaries, among others, and
5. Excellent Spanish and English, both written and oral.

▪ Expert in Monitoring

The Expert in Monitoring will conduct and/or oversee all analyses related to Monitoring Indicators, including definition and collection and reporting (from Implementing Entities) of such indicators.

Minimum qualifications for a proposed Expert in Monitoring shall include:

1. Approximately 5 years of experience monitoring projects in Latin America and/or other developing regions, with a focus on monitoring, data collection and reporting,
2. Experience designing and managing management information systems,
3. Masters' degree in relevant field, at a minimum,
4. Excellent interpersonal skills and demonstrated ability to effectively interact with various stakeholders including government officials, project implementers, project beneficiaries, among others, and

5. Excellent Spanish and English, both written and oral.

▪ Expert in Survey Design and Implementation

The Expert in Survey Design and Implementation will conduct and/or oversee all analyses related to survey data, including data collection (i.e. surveys and sampling) and reporting (datasets, variable aggregation and descriptive tables) of relevant indicators.

Minimum qualifications for a proposed Expert in Survey Design and Implementation shall include:

1. Approximately 5 years of experience evaluating projects in Latin America and/or other developing regions, with a focus on survey design and implementation,
2. Masters' degree in economics and/or statistics, at a minimum,
3. Excellent interpersonal skills and demonstrated ability to effectively interact with various stakeholders including government officials, project implementers, project beneficiaries, among others, and
4. Excellent Spanish and English, both written and oral.

## **Section 6. Standard Form of Contract**

BLANK PAGE

## Contents

<b>I. FORM OF CONTRACT .....</b>	<b>59</b>
<b>II. GENERAL CONDITIONS OF CONTRACT .....</b>	<b>61</b>
1. GENERAL PROVISIONS .....	61
1.1 Definitions .....	61
1.2 Law Governing Contract .....	62
1.3 Language .....	62
1.4 Notices .....	62
1.5 Location .....	63
1.6 Authority of Member in Charge .....	63
1.7 Authorized Representatives .....	63
1.8 Taxes and Duties .....	63
1.9 Fraud and Corruption .....	64
1.10 Limitations on the Use or Treatment of MCC Funding .....	66
1.11 Inconsistencies .....	66
2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT .....	66
2.1 Effectiveness of Contract .....	66
2.2 Commencement of Services .....	66
2.3 Expiration of Contract .....	66
2.4 Modifications or Variations .....	66
2.5 Force Majeure .....	66
2.6 Termination and Suspension .....	67
3. OBLIGATIONS OF THE CONSULTANT .....	69
3.1 General .....	69
3.2 Conflict of Interest .....	70
3.3 Confidentiality .....	71
3.4 Reporting Obligations .....	71
3.5 Documents Prepared by the Consultant to be the Property of MCA-Nicaragua; Rights of Use ..	72
3.6 Reports and Information; Access; Audits; Reviews .....	72
3.7 Procurement .....	73
3.8 Compliance with Anti-Corruption Legislation .....	73
3.9 Compliance with Anti-Money Laundering Legislation .....	73
3.10 Compliance with Anti-Terrorist Financing Statutes and Other Restrictions .....	73
3.11 Publicity, Information and Marking .....	75
3.12 Other Provisions .....	75
3.13 Flow Through Provisions .....	75

3.14	<i>Insurance to be Taken Out by the Consultant</i> .....	75
4.	CONSULTANT’S PERSONNEL .....	76
4.1	<i>Description of Personnel</i> .....	76
4.2	<i>Removal and/or Replacement of Personnel</i> .....	76
4.3	<i>Consultant’s Actions Requiring MCA-Nicaragua’s Prior Approval</i> .....	76
5.	OBLIGATIONS OF MCA-NICARAGUA .....	77
5.1	<i>Assistance and exemptions</i> .....	77
5.2	<i>Services and Facilities</i> .....	77
6.	PAYMENTS TO THE CONSULTANT.....	77
6.1	<i>Lump-Sum Payment</i> .....	77
6.2	<i>Contract Price</i> .....	77
6.3	<i>Terms and Conditions of Payment</i> .....	77
6.4	<i>Payment for Additional Services</i> .....	77
6.5	<i>Interest on Delayed Payments</i> .....	77
7.	MCC STATUS; RESERVED RIGHTS; THIRD BENEFICIARY .....	78
7.1	<i>MCC Status</i> .....	78
7.2	<i>MCC Reserved Rights</i> .....	78
7.3	<i>Third-Party Beneficiary</i> .....	78
8.	GOOD FAITH .....	79
8.1	<i>Good Faith</i> .....	79
9.	SETTLEMENT OF DISPUTES.....	79
9.1	<i>Amicable Settlement</i> .....	79
9.2	<i>Dispute Resolution</i> .....	79
<b>III.</b>	<b>SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>81</b>
<b>IV.</b>	<b>APPENDICES .....</b>	<b>85</b>
	APPENDIX A – DESCRIPTION OF SERVICES .....	86
	APPENDIX B - REPORTING REQUIREMENTS .....	87
	APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS .....	88
	APPENDIX D – FEE AND PAYMENT SCHEDULE.....	89
	APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY .....	90
	APPENDIX G - SERVICES AND FACILITIES PROVIDED BY MCA-NICARAGUA.....	91
	APPENDIX H – ADDITIONAL PROVISIONS .....	92

---

**CONTRACT FOR CONSULTANTS' SERVICES**  
**LUMP SUM FIXED PRICE**

between



Fundación Reto del Milenio-Nicaragua (MCA-Nicaragua)

and

---

[name of the Consultant]

Dated: \_\_\_\_\_

BLANK PAGE

## I. Form of Contract

### FIXED PRICE

(Text in brackets [ ] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract” or “this Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, Fundación Reto del Milenio-Nicaragua (MCA-Nicaragua) represented by Juan Sebastian Chamorro García, Doctor in Economics, married and with residence in Managua (hereinafter called “MCA-Nicaragua”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called “MCA-Nicaragua”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to MCA-Nicaragua for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) MCA-Nicaragua has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to MCA-Nicaragua that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Millennium Challenge Corporation (“MCC”) and the Government of the Republic of Nicaragua (the “Government”) have entered into a Compact for Millennium Challenge Account (“MCA”) assistance to help facilitate poverty reduction through economic growth in Nicaragua (the “Compact”) in the amount of USD \$175,000,000 (“MCC Funding”). The Government, acting through the Fundación Reto del Milenio-Nicaragua (“MCA-Nicaragua”), intends to apply a portion of the proceeds of MCC Funding (as defined in the Compact) to eligible payments under this Contract. Payment by MCC will be made only at the request of MCA-Nicaragua and upon approval by MCC, and will be subject, in all respects, to the terms and conditions of the Compact, including restrictions on the use of MCC Funding and conditions to the disbursements.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;

(c) The following Appendices:

- Appendix A: Description of Services
- Appendix B: Reporting Requirements
- Appendix C: Key Personnel and Sub-Consultants
- Appendix D: Fee and Payment Schedule
- Appendix E: Breakdown of Contract Price in Foreign Currency
- Appendix F: Not Used
- Appendix G: Services and Facilities to be Provided by MCA-Nicaragua
- Appendix H: Additional Provisions

2. The mutual rights and obligations of MCA-Nicaragua and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) MCA-Nicaragua shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Fundación Reto del Milenio-Nicaragua (MCA-Nicaragua)

---

**Juan Sebastian Chamorro García Ph. D.**  
Director General

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

---

*[Authorized Representative]*

*[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]*

## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Terms used in this Contract and not defined herein shall have the meanings given such terms in the Compact. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1. “Applicable Law” means the laws of, and any other disposition that has force of law in, Nicaragua, and that from time to time are in force and effect.
2. “Compact” means the Millennium Challenge Compact entered into as of July 14, 2005 between MCC and the Government, as amended from time to time.
3. “Consultant” means any private or public entity that will provide the Services to MCA-Nicaragua under this Contract.
4. “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
5. “Contract” means this Contract signed by the Parties, including the General Conditions (GC), the Special Conditions (SC), and the Appendices.
6. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
7. “Foreign Currency” means dollars in the United States of America.
8. “GC” means these General Conditions of this Contract.
9. “Government” means the Government of the Republic of Nicaragua.
10. “In writing” means any type of communication in a written master with proof of receipt
11. “Key personnel” refers to Personnel or Professional Staff of the Consultant who have management responsibilities or have key qualifications needed for the assignment.
12. “MCC” means the Millennium Challenge Corporation, a United States Government agency located in Washington D.C., U.S.A.

13. “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
14. “National Currency” means Cordoba, the official currency of the Republic of Nicaragua.
15. “Party” means MCA-Nicaragua or the Consultant, as the case may be, and “Parties” means both of them.
16. “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
17. “Professional staff” refers to the staff of the Consultant who have received a university degree in a particular field or discipline.
18. “SC” means the Special Conditions of this Contract by which the GC may be modified, amended, supplemented or complemented.
19. “Services” means the services set forth in Appendix A that the Consultant must perform in accordance with the terms of this Contract.
20. “Sub-Consultant” means any person, firm or entity with which the Consultant enters into any agreement in connection with the offering of the Services contracted under this Contract.

**1.2 Law  
Governing  
Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**1.3 Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices**

**1.4.1**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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, sent to such Party at the address specified in the SC, or sent by confirmed facsimile or electronic email, if sent during normal business hours of the recipient Party, unless otherwise required by Applicable Law.

- 1.4.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change sent to the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A hereto, and, where the location of a particular task is not so specified, at such locations, whether in Nicaragua or elsewhere, as MCA-Nicaragua and the MCC may approve.
- 1.6 Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards MCA-Nicaragua under this Contract, including without limitation the receiving of instructions and payments from MCA-Nicaragua.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by MCA-Nicaragua or the Consultant may be taken or executed by the officials specified in the SC.
- 1.8 Taxes and Duties**
- (a) Except as may be exempted pursuant to the SC and Section 2.3(e) of the Compact, available in English at <http://www.cuentadelmilenio.org.ni/descarga.html>, Consultants, the Sub-Consultants, and their respective Personnel shall be subject to certain Taxes on amounts payable by MCA-Nicaragua hereunder under Applicable Law (now or hereinafter in effect). Each Consultant, each Sub-Consultant and their respective Personnel shall pay all such local taxes and such other taxes, duties, fees, and other impositions levied under the Applicable Law. Taxes. In no event shall the Contract Price include Taxes and MCA-Nicaragua shall not be responsible for the payment of any Taxes. In the event that any Taxes are imposed on the Consultant, each Sub-Consultant and their respective Personnel, the Contract Price shall not be adjusted to account for such Taxes.
  - (b) The Consultant, the Sub-Consultants and their respective Personnel, and their eligible dependents, shall follow the usual customs procedures of Nicaragua in importing property into Nicaragua.
  - (c) 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 Nicaragua upon which customs duties and taxes have been exempted, the Consultant, the Sub-Consultants or such Personnel, as the

case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government, or (ii) shall reimburse them to MCA-Nicaragua if they were paid by MCA-Nicaragua at the time the property in question was brought into Nicaragua.

- (d) Without prejudice to the rights of the Consultant under this clause, the Consultant, the Sub-Consultants and their respective Personnel will take reasonable steps requested by MCA-Nicaragua with respect to the determination of the tax status described in this clause.
- (e) If the Consultant is required to pay taxes that are exempt under the Compact, the Consultant shall promptly notify MCA-Nicaragua (or such agent or representative designated by MCA-Nicaragua) of any taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by MCA-Nicaragua, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such taxes.
- (f) MCA-Nicaragua shall ensure that the Government shall provide 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. If MCA-Nicaragua fails to comply with its obligations under this paragraph, the Consultant shall have the right to terminate this Agreement in accordance with GC Clause 2.6.2(d).

## **1.9 Fraud and Corruption**

MCC requires that MCA-Nicaragua (including the beneficiaries of the MCC funding), as well as consultants under MCC funded contracts, observe the highest standard of ethics during the selection and execution of such contracts. In accordance with this requirement, MCA-Nicaragua:

### **1.9.1 Definitions**

- (a) defines, for the purpose of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, receiving, providing, accepting or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution; or the making of any payment to any third party, in connection with or in furtherance of this Contract, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 USC 78a et seq);
  - (ii) “fraudulent practice” means a misrepresentation or

omission of facts in order to influence a selection process or the execution of a contract;

- (iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of MCA-Nicaragua, designed to establish prices at artificial, noncompetitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “prohibited practices” means any action that violates the provisions relating to Anti Corruption Legislation, Anti-Money Laundering Legislation, and terrorist financing statutes or other restrictions established in this Contract.

**1.9.2 Measures to be taken**

- (a) will reject a proposal for award if it determines that the Provider/Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or prohibited in competing for or in executing the contract in question;
- (b) will sanction the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a MCC-funded contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or prohibited practices in competing for, or in executing, a contract funded by MCC; or
- (c) will have the right to require that a provision be included requiring Consultants to permit MCA-Nicaragua and MCC or any designee of MCC to inspect their accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by MCA-Nicaragua with the approval of MCC.

In addition, MCC will cancel the portion of the grant allocated to a contract if it determines at any time that representatives of a beneficiary of the grant were engaged in corrupt, fraudulent, collusive, coercive or prohibited practices. The Government of Nicaragua’s policy requires that MCA-Nicaragua and the consultants observe the highest standard of ethics during the selection and execution of such contracts.

- 1.10 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, including Sections 2.3 and 5.4(b) of the Compact or any other relevant Supplemental Agreement or Implementation Letter or applicable law or U.S. Government policy. A summary of the applicable Compact provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/funding\\_limitations.pdf](http://www.mcc.gov/guidance/compact/funding_limitations.pdf)
- 1.11 Inconsistencies** In the event of any conflict between this Contract and the Compact, the Disbursement Agreement, or the Procurement Agreement, the term(s) of the Compact, the Disbursement Agreement or the Procurement Agreement, as appropriate, shall prevail.

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties (the “Effective Date”).
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** 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 authorized representatives of the Parties, with prior approval of MCC. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure**
- 2.5.1 Definition** For purposes of this clause, “Force Majeure” means an event beyond the control of the Consultant and not involving the Consultant’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill 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 possible (and in no event later than five days since the occurrence) about the occurrence of such an event.

**2.5.3 Extension of Time** 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.

**2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, provided, however, that the Consultant shall mitigate any expenses, losses or damages resulting from the Force Majeure, and the Parties may agree to adjust the amount of the Contract Price.

## **2.6 Termination and Suspension**

**2.6.1 By MCA-Nicaragua** MCA-Nicaragua may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this GC Clause 2.6.1, and in the case of paragraph (h) of this GC Clause 2.6.1, MCA-Nicaragua may suspend or terminate this Agreement if the Compact is suspended, terminated or expires.

- (a) If the Consultant, in the judgment of MCA-Nicaragua or MCC, fails to perform its obligations relating to the use of funds. MCA-Nicaragua may terminate this Contract under this provision with a 30 days notice. Termination under this provision will require that the Consultant repay any and all funds so misused within a maximum of 45 days after termination.
- (b) 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 Clause 2.6.1(a) of this Agreement), within thirty (30) days after being notified or within any further period approved in writing by MCA-Nicaragua.
- (c) If the Consultant becomes insolvent or bankrupt, and/or fails to exist.
- (d) If the Consultant, in the judgment of MCA-Nicaragua has engaged in corrupt, collusive, coercive, prohibited or fraudulent practices in competing for or in executing the

Contract. MCA-Nicaragua may terminate this Contract under this provision with a 15 days notice.

- (e) If, as the result 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, such termination to become effective thirty (30) days after notice of termination is delivered by MCA-Nicaragua to the Consultant.
- (f) If MCA-Nicaragua, in its sole discretion and for any reason whatsoever, decides to terminate this Contract, such termination to become effective thirty (30) days after notice of termination is delivered by MCA-Nicaragua to the Consultant.
- (g) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings. Termination under this provision to become effective within 15 days.
- (h) If the Compact expires, is suspended or terminates in whole or in part in accordance with Section 5.4 of the Compact, such suspension or termination to become effective immediately upon notice by MCA-Nicaragua to the Consultant, in accordance with the terms of the notice. The amount payable to the Consultant upon suspension or termination pursuant to this Clause 2.6.1(h) shall be equal to the amount owed but unpaid for performance provided on or before the suspension or termination date plus reimbursement of reasonable expenses (as determined by MCC) relating to such suspension or termination; provided that the Consultant sends MCA-Nicaragua an invoice for such amounts no later than 15 days after the expiration, suspension or termination of the Compact. If this Contract is suspended or terminated pursuant to this Clause 2.6.1(h), the Consultant has an obligation to mitigate all expenses, damages and losses to MCA-Nicaragua during the period of the suspension.
- (i) If suspension is permitted under Applicable Law, the amount payable to the Consultant upon suspension or termination pursuant to this Clause 2.6.1(i) shall be equal to the amount owed but unpaid for performance provided on or before the suspension or termination date plus reimbursement of reasonable expenses (as determined by MCA-Nicaragua) relating to such suspension or termination. If this Contract is suspended or terminated pursuant to this Clause 2.6.1(i), the Consultant has an obligation to mitigate all expenses, damages and losses to MCA-Nicaragua during the period of the suspension.

- 2.6.2 By the Consultant** The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to MCA-Nicaragua, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause GC 2.6.2:
- (a) If MCA-Nicaragua fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 9 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
  - (b) If, as the result 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.
  - (c) If MCA-Nicaragua fails to comply with any final decision reached as a result of arbitration.
  - (d) If a material breach of GC Clause 1.8(f) occurs and MCA-Nicaragua is unable to cure such material breach for a period of not less than sixty (60) days.
  - (e) If this Contract is suspended in accordance with GC Clauses 2.6.1(h) or (i) for a period of time exceeding three consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with sub clauses 2.6.1(h) or (i) during the period of the suspension.
- 2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the MCA-Nicaragua's Fiscal Agent shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
  - (b) except in the case of termination pursuant to paragraphs (a) through (d), (g), (h) and (i) of Clause GC 2.6.1, and GC Clause 2.6.2, the reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract.

### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

- 3.1.1 Standard of Performance** The Consultant shall perform the Services and carry out their obligations hereunder 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 advisers to MCA-Nicaragua, and shall at all times support and safeguard MCA-Nicaragua's legitimate interests in any dealings with Sub-Consultants or third parties.

### **3.2 Conflict of Interest**

#### **3.2.1 General Provision**

- (a) The Consultant shall ensure that no person or entity shall participate 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, 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 no person or entity 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.
- (b) The Consultant shall hold MCA-Nicaragua's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

#### **3.2.2 No Benefit from Commissions, Discounts, etc.**

The payment of the Consultant pursuant to GC Clause 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations under the Contract, and the Consultant shall use their best efforts to ensure that the

Personnel, any Sub-Consultant and agents of either of them similarly shall not receive any such additional payment.

**3.2.3 The Consultant and Affiliates Not to be Otherwise Interested in Project**

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 Consultant's Services for the preparation or implementation of the project.

**3.2.4 Prohibition of Conflicting Activities**

The Consultant shall not engage, and shall cause their Personnel, as well as their Sub-Consultants, and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

**3.3 Confidentiality**

Except with the prior written consent of MCA-Nicaragua, the Consultant and the Personnel 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 and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Reporting Obligations**

- (a) The Consultant shall submit to MCA-Nicaragua the reports and documents specified in Appendices B and H hereto, in the form, in the numbers and within the time periods set forth in the said Appendices and such other information, documents and reports as may be required by MCA-Nicaragua.
- (b) The Consultant consents to MCA-Nicaragua's sharing of the reports and documents delivered hereunder with MCC and with the Government.
- (c) Final reports shall be delivered in electronic copy in addition to the hard copies specified in Appendices B and H.
- (d) The Consultant shall also maintain such books and records and provide such reports, documents, data or other information to MCA-Nicaragua in the manner and to the extent required by Sections 3.8 (a) and (b) of the Compact, and as may be reasonably requested by MCA-Nicaragua from time to time in order to comply with its reporting requirements arising under the Compact. A summary of the applicable Compact provisions referenced in this paragraph may be found on the MCC website at:

[www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)

**3.5 Documents Prepared by the Consultant to be the Property of MCA-Nicaragua; Rights of Use**

- a) The Consultant shall not, without MCA-Nicaragua's prior written consent, disclose the Contract, or any provision hereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of MCA-Nicaragua in connection therewith, to any person other than a person employed by the Consultant in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The Consultant shall not, without MCA-Nicaragua's prior written consent, make use of any document or information except for purposes of performing the Contract.

Any document, other than the Contract itself shall remain the property of MCA-Nicaragua and shall be returned (all copies) to MCA-Nicaragua on completion of the Consultant's performance under the Contract.

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

- (a) Reports and Information. The Consultant shall maintain such books and records and provide such reports, documents, data or other information to the MCA-Nicaragua in the manner and to the extent required by Sections 3.8 (a) and (b) of the Compact, and as may be reasonably requested by the MCA-Nicaragua from time to time in order to comply with its reporting requirements arising under the Compact. The provisions of Section 3.8(a) and (b) of the Compact that are applicable to the Government shall apply, *mutatis mutandis*, to the Consultant as if such Consultant were the Government under the Compact. A summary of the applicable Compact provisions referenced in this paragraph may be found on the MCC website at:

[www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)

- (b) Access; Audits and Reviews. The Consultant shall permit such access, audits, reviews and evaluations as provided in the Compact. The provisions of the Compact that are applicable to the Government with respect to access and audits shall apply, *mutatis mutandis*, to the Consultant as if such Consultant were the Government under the Compact. A summary of the applicable Compact provisions referenced in this paragraph may be found on the MCC website at:

[www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)

- (c) Application to Providers. The Consultant shall ensure the inclusion of the applicable audit, access and reporting

requirements in its contracts with other Providers entered into in connection with the Agreement. A summary of the applicable requirements may be found on the MCC website at:

[www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)

### **3.7 Procurement**

The Consultant shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Contract shall be consistent with the general principles set forth in Section 3.6 of the Compact and in the Procurement Guidelines. The Consultant shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy and in accordance with other eligibility requirements as may be specified by MCC or the MCA-Nicaragua. A summary of the applicable Compact provisions referenced in this paragraph may be found on the MCC website at:

[www.mcc.gov/guidance/compact/procurement\\_awards\\_provisions.pdf](http://www.mcc.gov/guidance/compact/procurement_awards_provisions.pdf)

### **3.8 Compliance with Anti-Corruption Legislation.**

The Consultant shall ensure that no payments have been or will be made by the Consultant to any official of the Government, MCA-Nicaragua, 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.

### **3.9 Compliance with Anti-Money Laundering Legislation.**

The Consultant shall ensure that MCC Funding pursuant to this Contract is not used for money-laundering activities and, to that end, shall comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by the Consultant, MCC, the MCA-Nicaragua, the Fiscal Agent, or the Procurement Agent.

### **3.10 Compliance with Anti-Terrorist Financing**

- (a) 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

**Statutes and  
Other  
Restrictions**

that such Party knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac) or <http://www.epls.gov/>, (ii) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council, or (iii) such other list as MCA-Nicaragua 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.

- (b) The Consultant shall ensure that its activities under this Contract comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. Section 1956, 18 U.S.C. Section 1957, 18 U.S.C. Section 2339A, 18 U.S.C. Section 2339B, 18 U.S.C. Section 2339C, 18 U.S.C. Section 981, 18 U.S.C. Section 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598. 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 may include verifying if such name appears on applicable watch lists such as the lists maintained on [www.epls.gov](http://www.epls.gov) and the other lists specified in the immediately preceding paragraph. 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-Nicaragua or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MCA-

Nicaragua with a copy to MCC.

- (c) Other restrictions on the Consultant shall apply as set forth in Section 5.4(b) of the Compact with respect to drug trafficking, terrorism, sex trafficking, prostitution, fraud, felony, any misconduct injurious to MCC or the MCA-Nicaragua, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any Supplemental Agreement or that materially and adversely affects the Program Assets or any Permitted Account.

**3.11 Publicity, Information and Marking**

The Consultant shall cooperate with the MCA-Nicaragua and the Government to provide the appropriate publicity for the goods, works and services provided under this Contract, including identifying Program activity sites and marking Program Assets as goods, services, and works funded by the United States, acting through MCC, provided, any announcement, press release or statement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to prior approval by MCC and shall be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters. Upon the termination or expiration of the Compact, MCC may request the removal of, and the Consultant shall, upon such request, remove, or cause the removal of, any such markings and any references to MCC in any publicity materials. MCC shall have the right to use any information or data provided in any report or document provided to MCC for the purpose of satisfying MCC's reporting requirements or in any other manner.

**3.12 Other Provisions**

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

**3.13 Flow Through Provisions**

The provisions in Appendix H shall apply to this Contract.. The Consultant will guarantee the inclusion of the terms and provisions of clauses 1.8, 1.9, 1.10, 3.2, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12 and 7 hereof, as well as Appendix H, in any contract entered into by the Consultant pursuant to or in connection with this Contract.

**3.14 Insurance to be Taken Out by the Consultant**

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own price but on terms and

conditions approved by MCA-Nicaragua, insurance against the risks, and for the coverage, as shall be specified in the SC and in the manner and to be applied as provided in Appendix H; and (b) at MCA-Nicaragua's request, shall provide evidence to MCA-Nicaragua showing that such insurance has been taken out and maintained and that the current premiums have been paid.

#### **4. CONSULTANT'S PERSONNEL**

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by MCA-Nicaragua.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as MCA-Nicaragua may otherwise agree, no changes shall be made in the Key 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 Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
  - (b) If MCA-Nicaragua (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at MCA-Nicaragua's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to MCA-Nicaragua.
  - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- 4.3 Consultant's Actions Requiring MCA-Nicaragua's Prior Approval** The Consultant shall obtain MCA-Nicaragua's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C, and

- (c) any material modifications to the subcontracting arrangements named in the final technical proposal (if any) or any other material modifications to the Contract and
- (d) any other action that may be specified in the SC as requiring MCA-Nicaragua's approval.

## **5. OBLIGATIONS OF MCA-NICARAGUA**

- |                                      |  |
|--------------------------------------|--|
| <b>5.1 Assistance and exemptions</b> | MCA-Nicaragua shall ensure that the Government shall provide to the Consultant such assistance and exemptions as specified in this Contract, including in the SC of this Contract. |
| <b>5.2 Services and Facilities</b>   | MCA-Nicaragua shall make available free of charge to the Consultant the services and facilities listed under Appendix G.   |

## **6. PAYMENTS TO THE CONSULTANT**

- |  |  |
|--|--|
| <b>6.1 Lump-Sum Payment</b>                | The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive lump-sum Fixed Price Contract, covering all costs required to carry out the Services described in Appendix A. Except as provided in Clauses 6.4 and 6.5 the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4. |
| <b>6.2 Contract Price</b>                  | <ul style="list-style-type: none"> <li>(a) The price payable in foreign currency is set forth in the SC.</li> <li>(b) The price payable in local currency is set forth in the SC.</li> </ul>   |
| <b>6.3 Terms and Conditions of Payment</b> | Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and otherwise in accordance with Appendix D, and the Consultant has submitted an invoice to MCA-Nicaragua specifying the amount due.   |
| <b>6.4 Payment for Additional Services</b> | For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.  |
| <b>6.5 Interest on Delayed Payments</b>    | If MCA-Nicaragua has delayed payments beyond 30 (thirty) days after the due date stated in Appendix D, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.  |

## **7. MCC STATUS; RESERVED RIGHTS; THIRD BENEFICIARY.**

- 7.1 MCC Status** MCC is a United States Government corporation acting on behalf of the United States Government in the implementation of the Compact. As such, 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.
- 7.2 MCC Reserved Rights**
- (a) 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.
  - (b) 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.
  - (c) MCC may, from time to time, exercise its rights, or discuss matters related to this Contract with the parties to this Contract, the Government or the MCA-Nicaragua, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.
  - (d) Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, MCA-Nicaragua, MCC or any other person or entity from asserting any right against the Consultant, or relieve the Consultant of any liability which such entity might otherwise have to the MCA-Nicaragua, MCC, or any other party. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, Affiliate, contractor, agent or representative.
- 7.3 Third-Party Beneficiary** MCC shall be deemed to be a third party beneficiary under this Contract.

## **8. GOOD FAITH**

### **8.1 Good Faith**

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.

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable Settlement**

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.

### **9.2 Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after 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 SC.

BLANK PAGE

### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	<p>The language is <b>English</b>.</p> <p>The final report shall be provided in <b>English and in Spanish</b>.</p> <p>Whenever two languages are used for any purpose, the English language shall govern.</p>
1.4	<p>The addresses are:</p> <p><b>Fundación Reto del Milenio-Nicaragua (MCA-Nicaragua)</b>            Attention:  <b>Juan Sebastian Chamorro García Ph. D.</b>  <b>Director General</b>            Km 78.5 Highway to León            León, Nicaragua</p> <p>Telephone: (505) 311 9000, 311 9001, 311 9002, 311 9003, 311 9004            Facsimile number: (505) 311 9008</p> <p>Electronic mail address:     <a href="mailto:jschamorro@cuentadelmilenio.org.ni">jschamorro@cuentadelmilenio.org.ni</a></p> <p>Consultant: _____            _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
{1.6}	<p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.6 should be deleted from the SC.</i></p>

1.7	<p>The Authorized Representatives are:</p> <p>For MCA-Nicaragua: <b>Juan Sebastian Chamorro García Ph. D. Director General</b></p> <p>For the Consultant: _____</p>
2.2	<p>The date for the commencement of Services is <b>15 (fifteen) days</b> from the Effective Date.</p>
2.3	<p>The time period shall be <b>48 months</b>.</p>
3.14	<p>The risks and the coverage shall be as follows:<i>[modify as appropriate for the assignment]</i></p> <ul style="list-style-type: none"> <li>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel for the performance of the Services, with a minimum coverage of USD 20,000.00 (twenty thousand USA Dollars) for each occurrence.</li> <li>(b) Third Party liability insurance for property, injuries or death in connection with the performance of the Services by the Consultant, its Personnel or any Sub-Consultants, with a minimum coverage of USD 50,000.00 (fifty thousand USA Dollars) per occurrence.</li> <li>(c) Professional liability insurance, with a minimum coverage of USD 100,000.00 (one hundred thousand USA Dollars) per occurrence.</li> <li>(d) 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</li> <li>(e) 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.</li> </ul> <p>Additional provisions included in Appendix H with respect to insurance shall apply.</p>

5.1	General type of assistance in Consultant relation with local authorities.
6.2(a)	The amount in USA Dollars is <i>[insert amount]</i> .
6.3	<p>The accounts are:</p> <p>for US Dollars: <i>[insert account]</i></p> <p>Payments shall be made according to Appendix D.</p>
6.5	N/A
9.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li data-bbox="440 758 1474 1268">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. MCA-Nicaragua and the Consultant shall 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, MCA-Nicaragua and the Consultant shall each appoint one arbitrator within thirty (30) days, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two 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 Center of Mediation and Arbitration of Nicaragua.</li> <li data-bbox="440 1289 1474 1423">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.</li> <li data-bbox="440 1444 1474 1558">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.</li> <li data-bbox="440 1579 1474 1713">4. Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed in accordance to sub-Clause 9.2.1 of SC hereof shall be nationally or internationally recognized legal or technical expert with experience in relation to the matter in dispute.</li> <li data-bbox="440 1734 1474 1877">5. MCC has the right to be an observer or a party to any arbitration proceeding hereunder, in either case at its sole discretion, but does not have the obligation to participate in any arbitration proceeding, in any capacity. Whether or not MCC is an observer or a party to any</li> </ol>

	<p>arbitration hereunder, 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 (i) each such proceeding or hearing or (ii) the date on which any such award is issued. MCC may enforce its rights hereunder 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 or a party to the arbitration shall not constitute consent to the jurisdiction of the courts or any other organism of Nicaragua or any other jurisdiction or to the jurisdiction of any arbitral panel.</p> <p>6. Costs. The costs associated with any settlement efforts before arbitration or associated with arbitration shall be allocated between MCA-Nicaragua and the Consultant as follows: (i) each Party shall be responsible for its own attorneys' fees and expenses, (ii) costs related to translation or interpretation shall be shared equally by the Parties, and (iii) all other costs associated with the arbitration shall be allocated as determined by the arbitration panel.</p> <p>7. Miscellaneous. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"><li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Nicaragua;</li><li>(b) the English language shall be the official language for all purposes, with interpretations in Spanish; and</li><li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) 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.</li></ul>
--	--

## IV. Appendices

## **APPENDIX A – DESCRIPTION OF SERVICES**

*[NOTE: The basis for the description of services should be the TOR used originally for the Proposal and any modifications as agreed to during negotiations. . Also, consider including dates for completion of various tasks, place of performance for different tasks, and specific tasks to be approved by MCA-Nicaragua.]*

## **APPENDIX B - REPORTING REQUIREMENTS**

*To be determined. [NOTE: consider including format, frequency, and contents of reports; persons to receive them; dates of submission; etc.]*

In initiating activities and carrying out the tasks necessary to accomplish the contract objectives, the Consultant will adhere to the following schedule of deliverables:

- **Oral Presentations to MCA-Nicaragua**

At initiation of engagement, regular intervals and conclusion of the Consultant's analytic work, the team will make an oral presentation to MCA-Nicaragua and relevant implementing entities and/or survey collection entities. In this presentation the Consultant will include:

3. A description of the methodological approach, including document review, site visits and interviews; and
4. A description of the Consultant's findings, conclusions and recommendations.

- **Written Report to MCA-Nicaragua**

The Consultant will provide written reports to MCA-Nicaragua every quarter during the first year of the contract and semi-annually thereafter. The reports will include:

1. A description of the methodological approach, including document review, site visits and interviews; and
2. A description of the Consultant's findings, conclusions and recommendations.

- **Clarification, Discussion and Implementation of Recommendations**

It is anticipated that putting the recommendations reported by the Consultant into effect may require clarification beyond what can be conveyed in a report and, further, that MCA-Nicaragua will want to discuss the recommendations once they have been submitted in written form. MCA-Nicaragua will discuss the Consultant's recommendations and will communicate any comments on the Consultant recommendations requiring modification and/or issues requiring further clarification.

Based on those discussions, the Consultant will design the ways in which recommendations identified as of highest priority by MCA-Nicaragua can be put into effect. The Consultant will provide MCA-Nicaragua with a revised report no later than 30 calendar days after receiving comments.



## **APPENDIX D – FEE AND PAYMENT SCHEDULE**

*[NOTE: Payments will be tied to MCA-Nicaragua's acceptance of deliverables, for example, delivery of monthly reports that need to be submitted and approved.]*

## **APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY**

*[To be completed]*

*Note: List here the elements of cost used to arrive at the breakdown of the fixed-price foreign currency portion for each key task of the contract:*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Expenses.*

*This appendix will exclusively be used for determining remuneration for additional services, if any.*

## **APPENDIX G - SERVICES AND FACILITIES PROVIDED BY MCA-NICARAGUA**

In accordance with the Terms of Reference, MCA-Nicaragua would provide the following information:

1. Monitoring and Evaluation Plan and Living Standard Measurement Survey (LSS).

## APPENDIX H – ADDITIONAL PROVISIONS

Capitalized terms that are used but not defined in this Appendix shall have the meaning given to them in the agreement to which this Appendix is attached (the “*Agreement*”) and that certain Millennium Challenge Compact by and between the United States of America, acting through MCC, and the Government, signed on July 14, 2005, as may be amended from time to time (the “*Compact*”).

MCA-Nicaragua is responsible for the oversight and management of the implementation of the Compact on behalf of the Government (the “*MCA-Nicaragua*”). The MCA-Nicaragua has received a grant from MCC pursuant to the Compact and intends to apply a portion of the proceeds of the Compact to eligible payments under this Contract, provided that (i) such payments will only be made at the request of and on behalf of the MCA-Nicaragua and as authorized by the Fiscal Agent, (ii) MCC shall have no obligations to the Consultant (for the purposes of this Appendix, the “*Consultant*”) under the Compact or this Agreement, (iii) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (iv) no party other than the MCA-Nicaragua shall derive any rights from the Compact or have any claim to MCC Funding.

### A. INSURANCE.

The Consultant shall obtain insurance, performance bonds, guarantees or other protections appropriate to cover against risks or liabilities associated with performance of the Agreement. The Consultant shall be named as payee on any such insurance and the beneficiary of any such guarantee, including performance bonds. MCC and the MCA-Nicaragua 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, services or works, provided, however, at MCC’s election, such proceeds shall be deposited in an account as designated by the MCA-Nicaragua and acceptable to MCC or as otherwise directed by MCC.