

**SELECTION OF INDIVIDUAL CONSULTANTS**

Issued on: **May 17, 2023**

**Belize Compact Development Team**

on behalf of

**The Government of the Belize**

funded by

**The United States of America**

through

**The Millennium Challenge Corporation**

**REQUEST FOR APPLICATIONS**

for

**Technical Evaluation Panel Members**

**\*\*\*\*\***

**Ref No: BLZ/2023/ICS/CDF/01**

## Table of Contents

<b><u>SECTION 1. GENERAL INSTRUCTIONS TO CONSULTANTS (GIC) .. ERROR! BOOKMARK NOT DEFINED.</u></b>	
<b><u>SECTION 2. SPECIFIC INSTRUCTIONS TO CONSULTANTS (SIC) .... ERROR! BOOKMARK NOT DEFINED.</u></b>	
<b><u>SECTION 3. APPLICATION FORMS .....</u></b>	<b><u>8</u></b>
<b><u>SECTION 4. TERMS OF REFERENCE .....</u></b>	<b><u>15</u></b>
<b><u>SECTION 5. EVALUATION CRITERIA .....</u></b>	<b><u>19</u></b>
<b><u>SECTION 6. CONTRACT DOCUMENTS .....</u></b>	<b><u>21</u></b>
<b><u>FORM OF CONTRACT.....</u></b>	<b><u>22</u></b>
<b><u>CONDITIONS OF CONTRACT .....</u></b>	<b><u>24</u></b>
<b><u>APPENDIX A – DESCRIPTION OF SERVICES AND REPORTING REQUIREMENTS.....</u></b>	<b><u>35</u></b>
<b><u>APPENDIX B - CONSULTANT CV .....</u></b>	<b><u>36</u></b>
<b><u>APPENDIX C – CONSULTANT BANK DETAILS .....</u></b>	<b><u>37</u></b>
<b><u>APPENDIX D – NEGOTIATED STAFFING SCHEDULE (IF NECESSARY) .....</u></b>	<b><u>38</u></b>
<b><u>APPENDIX E – COST DETAILS.....</u></b>	<b><u>39</u></b>

## **Section 1. General Instructions to Consultants (GIC)**

The General Instructions to Consultants (GIC) is available from this link:

[https://bit.ly/MCC\\_GCC\\_IC\\_S\\_220204](https://bit.ly/MCC_GCC_IC_S_220204)

## Section 2. Specific Instructions to Consultants (SIC)

### Procurement of an Individual Consultants to serve as Technical Evaluation Panel Members

1. The United States of America, through the Millennium Challenge Corporation (MCC), and the Government of Belize (The Government) or (GoB), have signed a Compact Development Funding (CDF) Agreement to help facilitate in the development and implementation of an MCC Compact with Belize (The Agreement) in the amount of approximately US\$10 million (MCC Funding).
2. As a first step in the development of a compact with the Government of Belize, MCC conducted a constraints analysis in early 2022. Of the five identified constraints, the Government of Belize selected the low quality of education and the high cost of electricity constraints for further development. MCC and the Government of Belize’s Compact Development Team (CDT) conducted an analysis to explore the root causes of these constraints. The CDT, in collaboration with the Ministry of Education, Culture, Science and Technology (MoECST) and other stakeholders, developed a Concept Note that proposes a core problem, an objective, and a strategic approach for an Education Project that was submitted to MCC on October 20, 2022. MCC approved the further development of the Education Project as submitted in the Concept Note, and the CDT is now working with MCC to draft a Joint Design Document that will define the Education Project rationale, objective, activities, budget, and results indicators. The Joint Design Document will inform investment decisions by MCC, as well as by GoB and will be the basis of a project funded by the Compact between MCC and Belize.
3. MCC requires that all beneficiaries of MCC Funding, including the MCA Entity and any applicants, Bidders, Suppliers, contractors, Subcontractors, consultants, and sub-consultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts. *MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations* (“MCC’s AFC Policy”) is applicable to all procurements and contracts involving MCC Funding and can be found on the MCC website at: <https://www.mcc.gov/resources/doc/policy-fraud-and-corruption>.
4. The term “MCA Entity” means the Millennium Challenge Account – Belize (“MCA-Belize”), the accountable entity that will be created and designated by the Government to implement the Compact. Prior to the establishment of MCA-Belize, any references to actions taken or rights received by MCA-Belize in this RFA, including in the Form of Contract, shall be taken or received by the “Compact Development Team” and any references herein to MCA Entity or MCA-Belize shall be deemed to mean “Compact Development Team” during this period.

5. The MCA Entity now invites Applications from eligible Individual Consultants to provide the following consultant services: **Technical Evaluation Panel Member** as described in Section 4. The contracted Consultant(s) will serve as an evaluation panel member(s) and evaluate proposals that will be received for the various procurements of the CDT in accordance with the evaluation and award criteria set out in the Request for Proposals (RFPs).
6. **Contract start date, duration and location.** The Consultant start dates will vary with each procurement. The level of effort of the assignments is between 5 to 15 working days per procurement, depending on the number of proposals received for the procurements to be evaluated. The Consultant will be awarded a framework agreement. The duration of the contract will be for a period of one year renewable upon satisfactory performance of the Consultant services. The CDT will place its orders by issuing a work order according to the Consultant rate indicated in the framework agreement. The location of the assignment is Belize City, Belize. However, at the discretion of the CDT the TEP may be engaged virtually, and the Consultants shall in this case undertake the assignment from home country.
7. The required qualifications for the Individual Consultants to be considered are indicated in the Section 5 (Evaluation Criteria).
8. All applicants are expected to be eligible individual consultants as per the eligibility criteria provided under GIC Clause 6, including the restrictions to apply to government employees.
9. Interested Individual Consultants are requested to submit their Applications using the forms provided for this purpose in Section 3 (Application Forms) of this RFA.
10. A Pre-Application Conference will not be held.
11. Individual Consultants are advised to seek clarifications to this RFA by email to the **Interim Procurement Director (IPD)**, Artemio Osorio via [asorio.BCDT@med.gov.bz](mailto:asorio.BCDT@med.gov.bz) by **May 22, 2023 at 5:00 pm, Belize time**. The CDT may not respond to any clarifications submitted after this date and time. All request for clarifications shall be official and in writing.
12. Applications shall be submitted **only** electronically, using a File Request Link (FRL), which shall expire on the deadline for receipt of Applications as per Clause 15 below. This is the only acceptable method to submit Applications. Applications submitted by email, email attachment or as hard-copy (by hand, post, courier, etc.) shall be rejected.
13. The Technical Offer - Forms 1 and 2 (and Form 3, if applicable) - are not required to be password-protected but may be protected at the Consultant's discretion. Consultants who choose to password-protect their Technical Offers can do so to protect against

inadvertent untimely opening of that document, but at their own responsibility for providing the correct password by the deadline indicated in Clause 14 below. If a Consultant fails to provide the correct password that opens the files so its relevant contents can be announced by the deadline indicated in Clause 14, their Application shall be rejected. Consultants cannot provide this password via the File Request Link (FRL), but should be send it to the email address indicated in Clause 11 above.

14. The Financial Offer (Form 4) shall be submitted with the other forms. The Financial Offer is not required to be password-protected but may be protected at the Consultant's discretion. Consultants who choose to password-protect their Financial Offers can do so to protect against inadvertent untimely opening of that document, but at their own responsibility for providing the correct password when required by the MCA-Entity. A Consultant shall not submit the password to access its financial submission when submitting his/her Application; the password shall be requested by the MCA Entity after evaluating the Applications. If a Consultant fails to provide the correct password within 2 working days upon request by the MCA Entity, his/her entire Application shall be rejected.
15. The deadline for receipt of applications is **May 30, 2023 at 5.00 pm, Belize time**. The FRL to submit application is <https://bit.ly/Belize-TEP-Submit>. The same FRL can be used (more than once) to submit the technical and financial offers, and any additional or ancillary documentation. However, Consultants cannot provide the password for the technical or financial offer via the File Request Link, but should be sent to the email address indicated in Clause 11 above.
16. All submitted documents (whether as standalone files or files in folders) shall be in Microsoft Office or PDF format. No compressed files or folders are accepted, thus documents submitted in any archived and/or compressed format (compressed by WinZip - including any application of the zip family-, WinRAR, 7z, 7zX, or any other similar formats) shall be rejected.
17. Consultants should use the following filename format for Applications:
  - i. Technical Offer filename: [Consultant's Name] – Procurement Title - Ref# BLZ/2023/ICS/CDF/01
  - ii. Financial Offer filename: [Consultant's Name] – Procurement Title - Ref# BLZ/2023/ICS/CDF/01
18. **Selection Procedure:** The Consultant will be selected in accordance with the procedures for selection of Individual Consultants set out in the MCC Program Procurement Guidelines which are provided on the MCC website ([www.mcc.gov](http://www.mcc.gov)).
19. The selection process comprises two stages: (a) The MCA Entity will evaluate the Applications and select the consultant with the most appropriate CV/qualifications and

experience using the criteria provided in Section 5 of the RFA, then (b) the financial offer of the Consultant with the highest score will be opened. Contract award is subject to negotiations and a price reasonableness analysis.

20. Applications shall be valid for a period of **90 days** from the deadline of submission.
21. The Interim Bid Challenge System is accessible from May 4, 2023 at: <https://med.gov.bz/interim-bid-challenge-system-mcc-belize/>

Yours sincerely,

For the MCA- Entity



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**Anna D. Hoare**

Program Coordinator

**Compact Development Team – Belize**

## Section 3. Application Forms

### Form 1: Letter of Application

[*Location, Date*]

**Anna Hoare**  
**Program Coordinator**  
**Compact Development Team – Belize**

Dear Madam,

**Re: Procurement of Individual Consultants for  
Recruitment of Technical Evaluation Panel Members**

**REF No: BLZ/2023/ICS/CDF/01**

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

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

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

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

I acknowledge notice of *MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations*<sup>1</sup> and hereby certify that I am not engaged in or facilitating, any fraud and corruption as described in GIC Clause 4. Finally, I acknowledge that engaging in such activities is cause for suspension or termination of the Contract. I further certify that I am eligible to be awarded an MCC-

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<sup>1</sup> Available at [www.mcc.gov/resources/doc/policy-fraud-and-corruption](http://www.mcc.gov/resources/doc/policy-fraud-and-corruption)



funded contract as per the eligibility clauses of the *MCC Program Procurement Guidelines*.

If negotiations are held during the initial period of validity of the Application, I undertake to negotiate on the basis of my availability for the assignment.

My submission is subject to modifications arising from Contract negotiations.

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

I understand and accept without condition that, in accordance with Section 2 of this RFA (SIC), any challenge or protest to the process or results of this procurement may be brought only through the MCA Entity's Interim Bid Challenge System (IBCS).

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

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

Yours Sincerely,

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[Name of Individual Consultant]

[Date]

## Form 2: Curriculum Vitae (CV)

<b>Name</b>	[Insert full name]				
<b>Date of Birth</b>	[Insert birth date]				
<b>Nationality</b>	[Insert nationality]				
<b>Education</b>	[Indicate college/university and other specialized education, giving names of institutions, degrees obtained, and dates of obtainment].				
<b>Membership in Professional Associations</b>	[insert information]				
<b>Other Training</b>	[Indicate appropriate postgraduate and other training]				
<b>Countries of Work Experience</b>	[List countries where the consultant has worked in the last ten years]				
<b>Languages</b>	[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing]				
	<table border="0" style="width: 100%;"> <tr> <td style="text-align: left;">Language</td> <td style="text-align: center;">Speaking</td> <td style="text-align: center;">Reading</td> <td style="text-align: center;">Writing</td> </tr> </table>	Language	Speaking	Reading	Writing
Language	Speaking	Reading	Writing		
<b>Employment Record</b>	<p>[Starting with present position, list in reverse order every employment held by the consultant since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]</p> <p>From [month] [year]: To [month] [year]:  Employer:  Position(s) held:</p>				
<b>Work undertaken that best illustrates capability to handle the tasks assigned</b>	<p>[Among the assignments in which the consultant has been involved, indicate the following information for those assignments that best illustrate his/her capability to handle the tasks listed in the LOI]</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p>				

MCA Entity:

Main project features:

Position held:

activities/tasks performed:

**References**

*In addition to the Letter of Recommendation in Form 3, list at least three individual references with Substantial knowledge of your work. Include each reference's name, title, phone and e-mail contact information. **MCA-Entity** reserves the right to contact other sources as well as to check references. References for MCC/MCA experience is provided below, separately]*

**Past MCC/MCA Experience**

*[Insert information about all MCC-funded contracts (either with MCC directly or with any Millennium Challenge Account Entity, anywhere in the world) to which you are or had been a party whether as a lead Consultant, affiliate, associate, subsidiary, Sub-Consultant, or in any other role]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

Signature:

Date:

### **Form 3: Approach and Methodology**

Not Applicable

**Form 4: Financial Offer**

[*Location, Date*]

**Anna Hoare**  
**Program Coordinator**  
**Belize Compact Development Team**

**Re: Procurement of Individual Consultant  
Recruitment of Technical Evaluation Panel Members  
/ Compact Development Team (CDT)– Belize**

**REF No: BLZ/2023/ICS/CDF/01**

Dear Madam,

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

*[Include salary history for the past three years].*

*[Include the proposed fix fee for the base services and the **daily fee rate<sup>2</sup> for optional services. The proposed fees should not include travel expenses such as airfare, accommodation while traveling and per diem.**]*

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

- (a) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
- (i) Those prices;
  - (ii) The intention to submit an offer; or
  - (iii) The methods or factors used to calculate the prices offered.

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

<sup>3</sup> Available at [www.mcc.gov/resources/doc/policy-fraud-and-corruption](http://www.mcc.gov/resources/doc/policy-fraud-and-corruption)

- (b) The prices in this offer have not been and will not be knowingly disclosed by us, directly or indirectly, to any other offeror or competitor before Proposal opening or Contract award unless otherwise required by law;
- (c) No attempt has been made or will be made by us to induce any other concern to submit or not to submit an offer for the purpose of restricting competition; and

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

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

Yours sincerely,

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[Name of Individual Consultant]  
[Date]

## Section 4. Terms of Reference

### 1. BACKGROUND

#### **Millennium Challenge Corporation (MCC)**

The Millennium Challenge Corporation (MCC) is an independent U.S. foreign assistance agency created by the U.S. Congress in January 2004. MCC's mission is to reduce poverty by supporting sustainable, inclusive economic growth in developing countries that create and maintain sound policy environments and uphold the principles of democratic governance. MCC is designed to support innovative strategies and to ensure accountability for measurable results. For additional information on MCC please visit <http://www.mcc.gov>.

#### **Belize Compact Development**

Belize was selected by the MCC Board as eligible for a compact in December 2021. MCC and the GoB have agreed to focus the compact on the alleviation of two binding constraints to economic growth in Belize:

**Education:** Low quality of education leads to a shortage of trained professionals in all industries.

**Electricity:** High cost of electricity drives up input costs for all industries.

The CDT, in collaboration with Governmental, Non-Governmental stakeholder agencies, developed two Concept Notes that proposes a core problem, an objective, and a strategic approach for an Education and Electricity Project that was submitted to MCC in October 2022. MCC approved the further development of the Education and Electricity Project as submitted in the Concept Note, and the CDT is now working with MCC to draft a Joint Design Document that will define the Education and Energy Project rationale, objective, activities, budget, and results indicators. The Joint Design Document will inform investment decisions by MCC, as well as by GoB and will be the basis of a project funded by the Compact between MCC and Belize.

CDT intends to contract eligible and technically qualified individual Consultants for evaluation of proposals to be submitted in relation to these procurements. The Consultants will comprise qualified individuals who will provide technical expertise in the evaluation processes.

### 2. OBJECTIVE OF THE ASSIGNMENT

The objective of these assignments is for the TEP to evaluate proposals that will be received

for the various procurements in accordance with the evaluation and award criteria set out in the Request for Proposals (RFPs) and provide the results of evaluation for preparation of the Technical Evaluation Report, which will be signed by all the TEP members.

Each selected TEP could be requested to participate to one or more panels depending on needs and availability.

### 3. DESCRIPTION OF SERVICES

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

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

- Attend Briefing on Evaluation Procedures;
- Sign the Declaration of Impartiality and Confidentiality form;
- Become fully familiar with the RFP, amendments and clarifications as issued;
- Perform the Preliminary examination of the Technical proposals;
- Discuss the Evaluation Guidelines, Evaluation Criteria and Technical Evaluation Report Format and adopt them;
- Independently perform Evaluation of each Technical Proposal;
- Undertake an independent detailed review of each proposal including determination of responsiveness to the technical requirements and assessment of qualifications to perform the services;
- Record clearly and unambiguously, all issues about each proposal, including where a proposal fails to meet any of the specified requirements; Meaning, determine and document detailed strengths and weaknesses per criterion;
- Be sensitive and critical of the factuality of the statements, claims and supporting documentation presented in the proposals;
- Identify key issues that require clarifications from consultants during the evaluation process and /or during contract finalization;
- Hold consensus discussions with other TEP members to:
  - Review individual ratings
  - Discuss strengths and weaknesses per criterion for each proposal
  - Reach consensus on scoring by evaluation criterion
  - Prepare Consensus Panel recommendations
- Perform Evaluation of each Financial Proposal for the firms that have passed the minimum Technical score required;
- Identify issues for inclusion in the contract negotiations;
- Produce appropriate score sheets and inputs for the Technical Evaluation Report (“TER”).



The TEP shall review and agree with the Interim Procurement Agent<sup>4</sup> on the TER, which shall be finalized by the Interim Procurement Agent;

- Sign the agreed Technical Evaluation Report;
- Produce appropriate score sheets and inputs for the Financial Evaluation Report which is the IPA’s responsibility to prepare. The TEP shall review and agree with the Interim Procurement Agent on the Combined Evaluation Report (“CER”), which shall be finalized by the Interim Procurement Agent;
- Signed the agreed Combined Evaluation Report;
- Be available for consultations, clarifications or any bid challenges related to the procurements that may arise during and after the evaluation.

#### **4. FACILITIES AND INFORMATION TO BE PROVIDED BY CDT**

In the event where the Consultants are directed to work in Belize, the CDT will provide office space, but the Consultant will be required to provide a computer with current versions of MS Excel and MS Word. . In the event where the Consultants are directed to work from their home country, both computer and office space will be the responsibility of the Consultants.

The IPA shall provide necessary documents/information such as:

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

#### **5. RESPONSIBILITIES OF THE CONSULTANT**

The Consultant, as a member of the TEP has the responsibility to carry out the evaluation process according to the evaluation criteria contained in the RFP. Consultants must never share information from proposals during and after the evaluations. Each member must commit to

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<sup>4</sup> Note that in some procurements, the Procurement Direct of the CDT may assume the role of the Procurement Agent.

applying only the evaluation criteria stipulated in the RFP and the Evaluation Guidelines in a fair, transparent and consistent manner in accordance with MCC Program Procurement Guidelines. All members of the TEP must be technically qualified to review and evaluate the substance of the proposals. They must possess the various skills required to evaluate all aspects of the proposals.

## **6. LEVEL OF EFFORT, DURATION AND CONTRACT TYPE**

The level of effort of the assignments is between 5 to 15 working days per procurement, depending on the number of proposals received for the procurements to be evaluated. The Consultant will be awarded a framework agreement. The duration of the contract will be for a period of one year renewable upon satisfactory performance of the Consultant services. CDT will place its orders by issuing a work order according to the Consultant rate indicated in the framework agreement.

## **7. OUTPUT AND DELIVERABLES**

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

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

The TEP Members are expected to review and sign off on the Combined Evaluation Report (CER) prepared by the IPA.

## **8. INSTITUTIONAL ARRANGEMENTS**

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

## 9. LOCATION OF THE ASSIGNMENT

The location of the assignment is Belize City, Belize. However, at the discretion of the CDT the TEP may be engaged virtually, and the Consultants shall in this case undertake the assignment from home country.

## 10. QUALIFICATIONS AND EXPERIENCE

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

Fluency in written and spoken English is a Minimum Mandatory Criterion for all TEP members.

**The minimum qualifications are identified below in Section 5. Evaluation Criteria for each TEP expertise position. The Consultant must have the following minimum qualifications and experience that are designated for each position for which they are applying (as indicated in their completed Form 1). These qualifications and experience must be clearly marked in the corresponding curriculum vitae (Form 2):**

### Section 5. Evaluation Criteria

The Consultant is required to obtain a minimum of **80 points** in order to qualify. For each expertise, the Consultant with the highest score equal to or above the **80 points** threshold will be recommended for award subject to satisfactory references being obtained, successful negotiations, positive price reasonableness analysis and agreement on the rate and contents of the Financial Offer.

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

#### ➤ **Mandatory criteria**

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

Ref	Item
Mandatory Criterion 1	Fluency in written and spoken English

#### ➤ **Qualification criteria for the evaluation of the Application**

<b>1.</b>	<b>Education Specialist</b>
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ITEM	CRITERIA	POINTS
<b>1</b>	<b><i>Education and Qualifications</i></b>	<b>20</b>
i	Master’s degree in a related field is required.	20
<b>2</b>	<b><i>Specific Experience of the Individual Consultant</i></b>	<b>80</b>
i	At least 15 years of experience working in education; additional experience and broad experience including policy reform, teacher training, teacher assessments is preferred.	30
ii	Demonstrated experience in preparation and/or evaluation of proposals of similar magnitude for projects funded by multilateral agencies such as the World Bank, regional development bank, bilateral aid agencies, etc. Experience in fixed price contracts is an added advantage.	20
iii	A minimum of at least two (2) Education projects in Belize or other developing countries	20
v	Evidence of listed positions in CV that required the candidate to effectively and clearly communicate with team members, stakeholders and counterparts.	10
	<b>Total Score</b>	<b>100</b>

**Note: The CDT reserves the right to invite the successful candidate for an interview to confirm the experiences mentioned in his/her application.**

#### Technical Evaluation Framework

0 = Not meeting the requirements. Results in zero points for the sub-criterion.

2 = Significant deviation from the requirements. Results in 40% of the points available for the sub-criterion.

3 = Marginal deviation from the requirements Results in 60% of the points available for the sub-criterion.

**4 = Meeting the requirements Results in 80% of the points available for the sub-criterion.**

4.5 = Marginally exceeding the requirements Results in 90% of the points available for the sub-criterion.

5 = Significantly exceeding the requirements Results in 100% of the points available for the sub-criterion.

## Section 6. Contract Documents

### CONTRACT FOR CONSULTANT’S SERVICES

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

between

**XXXXXXXX**

and

*[Name of the Consultant]*

for

*[Title of Assignment]*

**Dated: [Date]**

RFA [Ref #] – [title of assignment]

## Form of Contract

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [full legal name of the MCA Entity] (the “MCA Entity”), on the one part, and [full legal name of Consultant] (the “Consultant”), on the other part.

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

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

1. This Contract, its meaning, interpretation and the relation between the Parties shall be governed by the applicable law of **Belize**.
2. The Contract is signed and executed in English language, and all communications, notices and modifications related to this Contract shall be made in writing and in the same language.
3. The total Contract price is *[insert amount and the currency]* and is *inclusive* of local taxes. The contract price includes all costs associated with the assignment, including remuneration of the Consultant (foreign and local, in the field and at the Consultant’s home office), travel expenses, accommodation, per diem and other expenses. **Appendix E** provides further details.
4. The expected date for the commencement of the Services is *[insert date, month and year]* at *[insert location]*. The time period shall be *[insert time period, e.g.: twelve months and end date, insert date, month and year]*.
5. The MCA-Entity designates **XXXXXX** as the MCA-Entity’s reporting point of contact.
6. Any dispute, controversy or claim that cannot be amicably settled between the parties and arising out of, or relating to this Contract or the breach, termination or invalidity thereof,

RFA [Ref #] – [title of assignment]

shall be finally settled by *[dispute resolution in accordance with the applicable law]*. The arbitration shall be held in **XXXXXX** and the language of the arbitration shall be English.

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

- (a) The General Conditions of Contract (including Attachment 1 “*MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations* (“MCC’s AFC Policy”), Attachment 2 “Annex to General Provisions”).
- (b) Appendices:
  - Appendix A: Description of Services and Reporting Requirements
  - Appendix B: CV of the Expert
  - Appendix C: Bank Details of Consultant
  - Appendix D: Negotiated Schedule
  - Appendix E: Cost Details

SIGNED:

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

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

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

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*[ Consultant – name and signature]*

RFA [Ref #] – [title of assignment]

## Conditions of Contract

- |  |     |   |
|--|-----|---|
| <b>1. Corrupt and Fraudulent Practices</b> | 1.1 | The Millennium Challenge Corporation (“MCC”) requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1.  |
| <b>2. Commissions and Fees Disclosure</b>  | 2.1 | The MCA Entity requires that the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by MCC.   |
| <b>3. Force Majeure</b>                    |     |   |
| <b>Definition</b>                          | 3.1 | For the purposes of this Contract, “Force Majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party’s reasonable diligence, and (d) makes such Party’s performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| <b>No Breach of Contract</b>               | 3.2 | The failure of a Party to fulfil any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure.   |



RFA [Ref #] – [title of assignment]

**Measures to be Taken**

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

In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled in accordance with GCC Clause 17.

**4. Suspension**

- 4.1 The MCA Entity may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding seven (7) calendar days after receipt by the Consultant of such notice of suspension or if MCC has suspended disbursements under the Compact.

**5. Termination**

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

**By the MCA Entity**

- 5.2 The MCA Entity may terminate this Contract with at least fourteen (14) calendar days prior written notice to the

RFA [Ref #] – [title of assignment]

Consultant after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract after being notified by the MCA Entity in writing by specifying the nature of the failure and requesting to remedy it within at least ten (10) calendar days after the receipt of the MCA Entity's notice;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the MCA Entity, has engaged in integrity violations as defined in Attachment 1 or if in the judgment of the MCA Entity, continuing the Contract will be detrimental to the interests or reputation of the MCA Entity, or the project;
- (d) If the MCA Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (e) If the Compact has been terminated or MCC has suspended disbursements under the Compact. If this Contract is suspended pursuant to this GCC Sub-Clause 5.2 (e) the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA Entity during the period of the suspension.

**By the Consultant**      5.3

The Consultant may terminate this Contract, upon written notice to the MCA Entity in accordance with the time period specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC Sub-Clause 5.3:

- (a) If the MCA Entity fails to pay any money due to the Consultant pursuant to this Contract that is not otherwise subject to dispute pursuant to GCC Clause 17 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the MCA Entity to the Consultant within such thirty (30) days.

RFA [Ref #] – [title of assignment]

- (b) If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (c) If the MCA Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (d) If the Consultant does not receive a reimbursement of any Taxes that are exempt under the Compact within one hundred and twenty (120) days after the Consultant gives notice to the MCA Entity that such reimbursement is due and owing to the Consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the Consultant within such thirty (30) days.
- (e) If this Contract is suspended in accordance for a period of time exceeding three (3) consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with GCC Clause 5.2(e) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

## **6. Obligations of the Consultant**

### **Standard of Performance**

- 6.1 The Consultant shall carry out the Services with due diligence and efficiency and shall exercise such reasonable skill and care in the performance of the Services as is consistent with sound professional practices.
- 6.2 The Consultant shall act at all times so as to protect the interests of the MCA Entity and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practices.

RFA [Ref #] – [title of assignment]

- Compliance** 6.3 The Consultant shall perform the Services in accordance with the Contract and the applicable law of **Belize**.
- Conflict of Interests** 6.4. The Consultant shall hold the MCA Entity’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 6.5 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.
- 6.6 The Consultant shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 6.7 The Consultant has an obligation shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the MCA-Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 7. Confidentiality** 7.1 Except with the prior written consent of the MCA Entity, the Consultant shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant, make public the recommendations formulated in the course of, or as a result of, the Services.

RFA [Ref #] – [title of assignment]

- 8. Insurance to be taken out by the Consultant**
- 8.1 The Consultant may take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the MCA Entity. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
- 8.2 The MCA Entity undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, for purpose of the Services, nor for any dependent of any such person.
- 8.3 The MCA Entity reserves the right to require original evidence that the Consultant has taken out the necessary insurance.
- 9. Accounting, Inspection and Auditing**
- 9.1 The Consultant shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 9.2 The Consultant shall permit MCC and/or persons appointed by MCC to inspect the site and/or all accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by MCC if requested by MCC.
- 10. Reporting Obligations**
- 10.1 The Consultant shall submit to the MCA Entity the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in said Appendix.
- 11. Proprietary Rights of the MCA Entity in Reports and Records**
- 11.1 All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the MCA Entity in the course of the Services shall be confidential and become and remain the absolute property of the MCA Entity unless otherwise agreed by the MCA Entity in writing. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MCA Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the MCA Entity.
- (a) The Consultant shall indemnify the MCA Entity from and

RFA [Ref #] – [title of assignment]

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

(b) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant from the MCA Entity funds or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.”

- |   |      |   |
|---|------|---|
| <b>12. Description of Job Description of Consultant</b> | 12.1 | The title, agreed job description, and minimum qualification to carry out the Services of the Consultant are described in <b>Appendix A.</b>  |
| <b>13. MCA Entity’s Payment Obligation</b>              | 13.1 | In consideration of the Services performed by the Consultant under this Contract, the MCA Entity shall make such payments to the Consultant for the Services specified in <b>Appendix E.</b>  |
| <b>14. Mode of Billing and Payment</b>                  | 14.1 | The payments under this Contract shall be made in accordance with the payments provisions as described in the <b>Appendix E.</b>  |
|   | 14.2 | Payments do not constitute acceptance of the whole Services nor relieve the Consultant of its obligations.  |
| <b>15. Interest on Delayed Payments</b>                 | 15.1 | If the MCA Entity has delayed payments beyond thirty (30) days after the payment date determined, the interest rate to be applied in the case of late payments is the Federal Funds Rate as stated on the website: <a href="http://www.federalreserve.gov/releases/h15/current/default.htm">http://www.federalreserve.gov/releases/h15/current/default.htm</a>  |
| <b>16. Taxes and Duties</b>                             | (a)  | The Consultant shall be responsible and shall pay all applicable Taxes levied under applicable Belize laws not exempted pursuant to the Compact or the CDF Agreement. Section 4.2(k) of the CDF Agreement provides for the exemption of taxes, duties, levies, contributions and other similar charges in Belize. These provisions do not apply with respect to (1) natural persons who are citizens or permanent residents of Belize and |

RFA [Ref #] – [title of assignment]

(2) legal persons formed under the laws of Belize, as detailed in Annex V of the Program Implementation Agreement. For purposes of this Agreement, a designation of natural persons or legal persons does not apply to foreign persons or entities who develop tax residence because of their work (as either direct contract holders with MCA-Belize or as personnel of foreign entities of such) under the activities funded by the CDF Agreement or the Compact, as payments for such work will be made with MCC Funding, which originated from the United States.

- (b) The Consultant shall follow the usual customs procedures of the MCA Country in importing property into the MCA Country.
- (c) If the Consultant does not withdraw, but dispose of any property in the MCA Country upon which customs duties or other Taxes have been exempted, the Consultant, (i) shall bear such customs duties and other Taxes in conformity with Applicable Law, or (ii) shall reimburse such customs duties and Taxes to the MCA Entity if such customs duties and Taxes were paid by the MCA Entity at the time the property in question was brought into the MCA Country.
- (d) Without prejudice to the rights of the Consultant under this clause, the Consultant, will take reasonable steps as requested by the MCA Entity or the Government with respect to the determination of the Tax status described in this GCC Clause 16.
- (e) If the Consultant is required to pay Taxes that are exempt under the Compact or a related agreement, the Consultant shall promptly notify the MCA Entity (or such agent or representative designated by the MCA Entity) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by the MCA Entity, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.
- (f) The MCA Entity shall use reasonable efforts to ensure that the Government provides the Consultant, the exemptions from taxation applicable to the Consultant, in accordance with the terms of the Compact or related agreements. If the MCA Entity fails to comply with its obligations under this paragraph, the

RFA [Ref #] – [title of assignment]

Consultant shall have the right to terminate this Contract.

- 17. Amicable Settlement of Disputes**
- 17.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 18. Dispute Resolution**
- 18.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to and determined by a sole arbitrator to be appointed by agreement between the Parties or in default of agreement by the Parties, in accordance with Clause 6 of the Preamble of this Contract. The arbitral award shall be final and binding. Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract.
- 18.2 MCC has the right to be an observer to any arbitration proceeding associated with this Contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding. Whether or not MCC is an observer to any arbitration associated with this Contract, the Parties shall provide MCC with written English transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (a) each such proceeding or hearing or (b) the date on which any such award is issued. MCC may enforce its rights under this Contract in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel.



RFA [Ref #] – [title of assignment]

**Attachment 1: MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations (“MCC’s AFC Policy”)**

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

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

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

RFA [Ref #] – [title of assignment]

**Attachment 2: MCC’s Policy – Annex to General Provisions**

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

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

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

RFA [Ref #] – [title of assignment]

**APPENDICES**

**APPENDIX A – DESCRIPTION OF SERVICES AND REPORTING REQUIREMENTS**

RFA [Ref #] – [title of assignment]

**APPENDIX B - CONSULTANT CV**

RFA [Ref #] – [title of assignment]

**APPENDIX C – CONSULTANT BANK DETAILS**

RFA [Ref #] – [title of assignment]

**APPENDIX D – NEGOTIATED STAFFING SCHEDULE (IF NECESSARY)**

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

RFA [Ref #] – [title of assignment]

**APPENDIX E – COST DETAILS**

<b>Description</b>	<b>Unit Cost</b>	<b>U/M</b>	<b>Total</b>	<b>Remarks</b>
<b>Remuneration</b>				
Fees				
<b>Other Costs</b>				
<b>Description</b>	<b>Rate</b>	<b>Qty</b>	<b>Total</b>	<b>Remarks</b>
Return Flight [insert airports]				
Return Flight [insert airports]				
Lodging [insert city]				
M&IE [insert city] (first day of travel)				
M&IE [insert city]				
M&IE [insert city] (last day of travel)				
Visa Costs, courier services and related expenses				
		Total	<b>0.00</b>	
	Grand Total: US\$		<b>0.00</b>	

The Consultant will only be paid for time worked subject to the terms of an approved work order. Consultants may submit an invoice electronically to the CDT for the Consultant's remuneration, after the Technical Evaluation Report (TER) has been approved by MCC. Consultants shall submit a final invoice for remaining remuneration (all or the portion not initially invoiced) upon approval of the Combined Evaluation Report (CER). For all reimbursables, the Consultant will submit electronic copies of boarding passes, invoices and receipts of any expenses incurred based on the maximum approved costs. Invoices shall be based on the actual number of days worked by each TEP member on the evaluation.

MCC normally takes 5 working days to approve the TER and CER. Valid invoices shall be paid within 30 days from date of submission.

RFA [Ref #] – [title of assignment]

**APPENDIX F – WORK ORDER TEMPLATE**

<b>WORK ORDER N°[Insert] / CONTRACT N° [Insert]</b>			
<b>Edition date</b>			
<b>Consultant name</b>			
<b>Description of services</b>			
<p>Evaluation under the terms of Contract N° [Insert] of the [<del>delete which is not applicable: technical evaluation/financial evaluation capacity</del>] of the Consultants under the Request for Proposals N° [Insert] - [Insert procurement title]</p> <p>This assignment will consist to <b>1)</b> review and evaluate proposals submitted by Firms according to the criteria and requirements described in the Request for Proposals regarding the [<del>delete which is not applicable: technical aspects/ financial aspects</del>] <b>2)</b> review and signed the evaluation report prepared by the Interim Procurement Agent <b>3)</b> reply to any consultations, clarifications on the work undertaken or any bid challenges related to the procurements that may arise.</p> <p><b>Period of performance:</b> From the notification of this work order to the submission of the proposals' evaluation report approved by [Insert name of MCA Entity]  <b>Level of Effort (H/D):</b> [Insert number of days]  <b>Logistics:</b> [Insert either remote services or in person]</p>			
<b>Budget</b>			
<b>Remuneration</b>	<b>Quantity (Days)</b>	<b>Daily rate (Insert Currency)</b>	<b>Total (Insert currency)</b>
[Insert Technical evaluation or Financial Evaluation]			
Flight ticket			
Lodging			
M&IE			
Visa costs and related expenses			
<b>Grand total</b>			



RFA [Ref #] – [title of assignment]

<b>WORK ORDER N°[Insert] / CONTRACT N° [Insert]</b>	
The budget of the work order is of <b>[Insert amount in letters and specify currency]</b>	
<b>Method of payment:</b> The consultant will be paid according to the number of days worked. Payment will be made within 30 days upon approval of the bid evaluation report by <b>[Insert name of MCA Entity]</b> and submission of a valid invoice to <b>[Insert name of MCA Entity]</b> .	
<b>Approved by:</b>	<b>[Insert name and position of CEO]</b>
<b>Signature</b>	