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**Millennium Challenge Account - Malawi**

**INVITATION FOR BIDS  
IFB/CB/MCA-MCT/GOM/003**

**MINISTRY OF FINANCE**

**On Behalf of:  
THE GOVERNMENT OF THE REPUBLIC OF MALAWI**

**Funded by**

**THE UNITED STATES OF AMERICA  
through  
THE MILLENNIUM CHALLENGE CORPORATION**

**Procurement of  
Staff Recruitment Services**

**\*\*\***

**IFB No: CB/MCA-MCT/GOM/003**

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**Date: 16<sup>TH</sup> AUGUST 2010**

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**SECTION 1**  
**Invitation for Bids**

## **SECTION 1 INVITATION FOR BIDS**

### **Re: STAFF RECRUITMENT SERVICES FOR MCA-MALAWI**

#### **IFB No: CB/MCA-MCT/GOM/003**

1. The Republic of Malawi (“Malawi”) has been declared eligible for a poverty reduction grant from the Millennium Challenge Corporation (“MCC”), a United States government agency. In connection therewith, the Government of Malawi (the “Government” or “GoM”) has submitted a proposal to MCC that, pending the successful outcome of due diligence and availability of funds, would result in a compact between the Government and MCC pursuant to which MCC would provide a five year, multimillion dollar poverty reduction grant to the GoM (a “Compact”). Pursuant to Section 609(g) of the Millennium Challenge Act, as amended, MCC and the Government are in discussions to enter into an agreement (the “609(g) Agreement”) where under MCC would provide the Government a grant (the “609(g) Grant”) to support Compact development and to facilitate Compact implementation. Subject to the terms and conditions of the 609(g) Agreement, the Compact, related agreements and the availability of funds, the Government intends to use portions of the 609(g) Grant to fund staff recruitment services from a firm/organization (Staff Recruitment Consultant) that will ensure that the Government recruits and hires qualified personnel in an open, fair and transparent manner that meets MCC requirements. In order to achieve this objective, the Government needs assistance in the recruiting process including but not limited to the following activities: 1) developing a comprehensive recruitment plan for obtaining highly qualified applicants; 2) placing effective advertisements in appropriate venues to ensure that qualified candidates are notified of the openings; 3) developing evaluation criteria and an evaluation plan resulting in a shortlist of candidates for each position.
2. The Compact will focus on investments the Energy Sector that will increase availability of reliable and quality power to un-served users; and improve management and service delivery in the Energy sector. Existing businesses will benefit from improved access to power that will enhance their competitiveness on the global market by reducing generator costs and improving their operational performance. In addition, new investment opportunities from existing and new sources may become more attractive encouraging private sector growth that in turn will drive new economic growth, increase incomes and ultimately reduce poverty in the country.<sup>1</sup>

## **Section 1: Invitation for Bids**

3. The Government is represented in connection with this IFB by the Ministry of Finance (the “Ministry”) and the Millennium Challenge Account - Malawi Core Team (the “MCA-MCT”, and references to both the Ministry and MCA-MCT “MOF-MCA”). Execution of the Staff Recruitment Services contract will be subject to the completing the 609(g) Agreement. Under the Compact a legal entity will be designated to take responsibility for implementation of the Compact (the “Accountable Entity”). Until the Accountable Entity is formed and is operational, the Ministry shall be responsible for the Government’s obligation under this IFB, including execution of the Staff Recruitment contract on behalf of the Government. The Staff Recruitment Services contract will be transferred to the Accountable Entity upon its designation and its signature of the Staff Recruitment contract. Prior to the establishment of this entity, any references to actions taken or rights received by “Malawi” in this IFB, including the Form of Contract, shall be taken or received by the Ministry, on behalf of the Government and any references herein to “Malawi” will shall be deemed to mean the Ministry during this period. Following the establishment of any such successor and its duly authorized signature of the Staff Recruitment Contract, such successor would replace the Ministry as party to the Staff Recruitment contract, all rights and responsibilities of the Ministry under the Staff Recruitment contract would have been deemed assigned to and assumed by such successor, and all references in the Staff Recruitment Contract to Malawi would be deemed references to the successor.

4. This Invitation for Bids (IFB) follows the Specific Procurement Notice that appeared in local newspapers, **The Daily Times** of 2<sup>nd</sup> August 2010 and was posted on the web site of Millennium Challenge Account-Malawi (MCA-M) at [www.mca-m.gov.mw](http://www.mca-m.gov.mw). An electronic copy of the Bidding Document may be downloaded from the Employer’s web site: [www.mca-m.gov.mw](http://www.mca-m.gov.mw) or requested at Millennium Challenge Account-Malawi, Millennium House, Convention Drive, P.O. Box 31513, Lilongwe, Malawi. Interested bidders may obtain further information at the same address. Bidding will be conducted through the Least Cost Selection (LCS) method and procedures described in the Invitation for Bids (IFB), in accordance with the MCC Program Procurement Guidelines, as may be modified or amended from time to time, governing procurements funded under the Compact. The Staff Recruitment services, and the contract expected to be awarded, are required for a six (6) month period. The contract award shall be fixed price/lump sum.

The Bidders are advised that while the procedures are similar to the procedures set out in the World Bank Guidelines there are several very significant differences. **Interested Bidders are strongly advised to read all sections of this document, including the Description of Services and the Form of Contract, and to seek clarification during the solicitation period for this procurement. MOF-MCA shall not entertain any changes to this document subsequent to the submission of Bids.**

5. **The IFB Document includes the following Sections:**

**Section 1 Invitation for Bids**

**Section 2 Instructions to Bidders**

This section provides information to help potential Bidders prepare their bids; it also provides information on the submission, opening, and evaluation of bids and on the award of Contracts.

**Section 3 Bid Forms**

This section provides the Bid Submission Form, Qualification Information, Bid Security and other forms which are to be completed by the Bidder and submitted as part of its Bid.

**Section 4 Form of Contract**

This section contains the form of contract to be entered into in connection with the Service Provider services and includes the following sections:

Article I Contract Agreement

Article II General Conditions of Contract

Article III Special Conditions of Contract

Appendices:

Appendix A – Description of Services

Appendix B – Reporting Requirements

Appendix C – Key Personnel and Subcontractors

Appendix D – Payment Schedule/Breakdown of Contract Price

Appendix E – Breakdown of Contract Price in Foreign Currency

Appendix F – Services and Facilities to be Provided by Employer

Appendix G – Additional Provisions

**Section 5 Performance Specifications and Drawings**

This section contains Performance (output) Specifications and Drawings pertaining to the requirements for the services to be provided under this contract, which should be the basis for Bid.

**Section 6 Activity Schedule**

This section includes the Activity Schedule which the Bidder is to complete and price.

**Section 7 Security Forms**

The form for Performance Security (as well as the Bank Guarantee for Advance Payment, if applicable) shall only be completed by the successful Bidder after contract award.

6. Bidders interested in submitting a bid should register their interest by sending an e-mail, giving full contact details of the Consultant, to: SAM KAKHOBWE [sam.kakhobwe@mca-m.gov.mw](mailto:sam.kakhobwe@mca-m.gov.mw).
  
7. The Bids must be sent to the address indicated below and received by the Employer no later than **15.00 Hours** local time in Malawi on **17<sup>th</sup> September 2010**:

Sam Kakhobwe  
The National Coordinator and Point of Contact  
Millennium Challenge Account-Malawi  
Millennium House  
Convention Drive  
P.O. Box 31513  
Lilongwe, Malawi

Tel: +265 1 774 308/309

Fax: +265 1 774 302

Email: [sam.kakhobwe@mca-m.gov.mw](mailto:sam.kakhobwe@mca-m.gov.mw)

Email address only for clarifications purposes: [sam.kakhobwe@mca-m.gov.mw](mailto:sam.kakhobwe@mca-m.gov.mw).  
Offers received after this time and date shall not be considered and shall be returned unopened.

The Bids will be opened in a public meeting on 17<sup>th</sup> September 2010 at 15.00 Hours **local time in MCA-Malawi's Boardroom** at the address provided above.

Sam Kakhobwe,  
The National Coordinator and Point of Contact,  
Millennium Challenge Account-Malawi,

**SECTION 2**  
**Instructions to Bidders**

## **Section 2 Instructions to Bidders (ITB)**

### **A. General**

#### **Definitions**

- (a) “609(g) Grant” means the grant provided by MCC to the Government to develop and facilitate implementation of a Compact.
- (b) “609(g) Agreement” means the agreement between MCC and the Government pursuant to which MCC provides the 609(g) Grant to the Government.
- (c) “Bidder” means any natural or juridical person who can submit a bid to provide the services to the Employer under the Contract.
- (d) “Bidding Data Sheet” means such part of the Instructions to Bidders used to reflect specific procurement conditions.
- (e) “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.
- (f) “Day” means calendar day.
- (g) “Description of the Services” means the document included in the IFB as Appendix A which explains the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the Employer and expected results and deliverables of the assignment.
- (h) “Employer” means MOF-MCA, unless explicitly specified otherwise.
- (i) “General Provisions Annex” means MCC’s “*General Provisions Annex*” which may be found on the MCC website at [www.mcc.gov/guidance/compact/general\\_provisions.pdf](http://www.mcc.gov/guidance/compact/general_provisions.pdf).
- (j) “Government” means the Government of Malawi.
- (k) “Instructions to Bidders (ITB)” (Section 2 of the IFB) means the document which provides the Bidders with all information needed to

## Section 2: Instructions to Bidders

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- prepare their bids.
- (l) “Invitation for Bids (IFB)” means the Bidding Documents prepared by MOF-MCA (“the Employer”) for the bidding process.
  - (m) “**MOF-MCA**” is the principal with which the selected Bidder signs the Contract to provide the services.
  - (n) “MCC” means the Millennium Challenge Corporation.
  - (o) “MCC Program Procurement Guidelines” means the principles, rules and procedures that shall govern the conduct and administration by MOF-MCA of the procurement of goods, works and services (consultant and non-consultant) that need to be acquired to implement the Compact funded projects.
  - (p) “Personnel” means professional and support staff provided by the Bidder or by any Sub-Contractor and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professional and support staff who at the time of being so provided had their domicile outside Malawi; “Local Personnel” means such professional and support staff who at the time of being so provided had their domicile inside Malawi.
  - (q) “Provider” or “Service Provider” means the Bidder selected as a result of this IFB who enters into the Contract to provide the requested Services to the Employer.
  - (r) “Services” means the work to be provided / performed by the awarded Bidder (“Service Provider”) pursuant to the Contract.
  - (s) “Sub-Contractor” means any person or entity with whom the Service Provider subcontracts any part of the Services.
  - (t) “Fraud and Corruption” means any action that is a “coercive practice”, “collusive practice,” “corrupt practice,” “fraudulent practice,” “obstructive practice,” or “prohibited practice” each as defined in this paragraph (r), according to which action may be taken against the Bidder, Personnel or MOF-MCA personnel. For purposes of this

## Section 2: Instructions to Bidders

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definition, the following terms shall have the following meanings: (1) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, persons or their property, to influence their participation in a procurement process, or affect the execution of the contract; (2) “collusive practice” means a scheme or arrangement between two or more parties, with or without the knowledge of MOF-MCA, designed to establish prices at artificial or non-competitive levels or to otherwise deprive MOF-MCA of free and open competition; (3) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of a public official (including MOF-MCA or MCC staff and employees of other organizations taking or reviewing selection decisions) 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 a contract, in violation of (A) the United States Foreign Corrupt Practices Act of 1977, as amended (15 USC 78a et seq.) (“FCPA”), or any other actions taken that otherwise would be in violation of the FCPA if the FCPA were applicable, or (B) any applicable law in Malawi; (4) “fraudulent practice” means any act or omission, including any misrepresentation, in order to influence (or attempt to influence) a selection process or the execution of a contract to obtain a financial or other benefit, or to avoid (or attempt to avoid) an obligation; (5) “obstructive practice” means (A) destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to impede an investigation into allegations of a corrupt, fraudulent, coercive, collusive or prohibited practice; and threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation, and (B) acts intended to impede the inspection and audit rights of MCC provided under the 609(g) Agreement, Compact and related

agreements; and (6) “prohibited practice” means any action that violates Section E (Compliance with Anti-Corruption, Anti-Money Laundering and Terrorist Financing Statutes and Other Restrictions) of the General Provisions Annex.

## **1. Introduction**

### **Scope of Bid**

1.1 The Employer, through MOF-MCA, invites Bidders to submit bids for the Services that are described in the Appendix A of the draft Contract enclosed with this IFB. The name and identification number of this process is provided in the Bidding Data Sheet of this IFB. The Bid will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.

1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data Sheet. The Employer will provide in a timely manner, at no cost to the Bidders the inputs and facilities specified in the Bidding Data Sheet.

### **Source of Funds — Compact Terms and Conditions**

1.3 The Government has submitted a proposal to MCC to receive a grant for a five-year program to reduce poverty through economic growth in Malawi. The proposal is currently under consideration by MCC. While MCC considers the proposal, MCC and the Government are in discussions to enter into an agreement (“the 609(g) Agreement”) where under MCC would provide the Government a grant (“the 609(g) Grant”) to support Compact development and facilitate Compact. The Compact would be executed upon successful consideration of the proposal, including an investment decision by MCC’s board of directors, and availability of funds. The Government, acting through MOF-MCA, intends to apply a portion of the proceeds of MCC Funding to eligible payments under the Contract. Payment under the Contract will be subject, in all

## **Section 2: Instructions to Bidders**

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respects, to the terms and conditions of the 609(g) Agreement and related documents, including restrictions on the use of MCC Funding and conditions to disbursements. No party other than the Government and MOF-MCA shall derive any rights from the 609(g) Agreement or have any claim to the proceeds of MCC Funding. .

### **Conflict of Interest**

1.4 The Employer requires that Bidders provide professional, objective, and impartial advice and at all times hold The Employer's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.4.1 Without limitation on the generality of the foregoing, Bidders, 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 the Employer 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.

## **Section 2: Instructions to Bidders**

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### **Conflicting assignments**

- (ii) A Bidder (including its Personnel and Sub-Contractors) 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 Bidder to be executed for the Employer or any other Employer of the Bidder.

### **Conflicting relationships**

- (iii) A Bidder (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Employer's staff, Procurement or Fiscal Agents hired (as defined in the Compact) by the Employer who is directly or indirectly involved in any part of (i) the preparation of the Description of Services 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.

1.4.2 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.

1.4.3 No agency or current employees of the Government shall work as Bidders 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 Bidder nominates any current

## **Section 2: Instructions to Bidders**

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Government employee as Personnel in their Bid, 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 the Employer by the Bidder as part of his Bid.

### **Unfair Advantage**

- 1.4.4 If a Bidder could derive a competitive advantage from having provided services related to the assignment in question, the Employer shall make available to all Bidders upon request together with this IFB all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

### **Fraud and Corruption**

- 1.5 MCC requires that all beneficiaries of MCC funding, including MOF-MCA and any bidders, suppliers, and contractors and their subcontractors under MCC-funded contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of these objectives<sup>1</sup>, MOF-MCA:
- (a) will reject a Bid it determines that the Bidder recommended for award has, directly or through an agent, engaged in Fraud and Corruption in competing for the Contract;
  - (b) has the right to sanction a Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if at any time it determines that the Consultant has, directly or through an agent, engaged in Fraud and Corruption, in competing for, or in executing such a contract; and

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<sup>1</sup> In this context, any action taken by a bidder, supplier, contractor or a subcontractor to influence the procurement process or contract execution for undue advantage is improper.

## Section 2: Instructions to Bidders

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- (c) has the right to require that a provision be included in the Contract requiring the selected Bidder to permit MOF-MCA, MCC, or any designee of MCC, to inspect its accounts, records and other documents relating to the submission of a Bid or performance of the Contract, and to have such accounts and records audited by auditors appointed by MCC or by MOF-MCA with the approval of MCC.

In addition, MCC has the right to cancel the portion of MCC funding allocated to the contract if it determines at any time that representatives of a beneficiary of the MCC funding engaged in Fraud and Corruption during the selection process or the execution of the Contract, without MOF-MCA or the beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation.

- 1.6 Bidders, their Sub-Contractors, and their associates shall not be any person or entity under a declaration of ineligibility for Fraud and Corruption in accordance with ITB sub-clause 1.5, or that have been declared ineligible for participation in a procurement in accordance with the procedures set out in Part 10 of the MCC Program Procurement Guidelines (Eligibility Verification Procedures) that can be found on MCC's website at [www.mcc.gov](http://www.mcc.gov). This would also remove from eligibility for participation in procurement any firm that is organized in or has its principal place of business or a significant portion of its operations in any country that is subject to sanction or restriction by law or policy of the United States. The countries, firms, organizations and individuals subject to these sanctions and restrictions are subject to change from time to time and it is necessary to refer to the websites identified in Part 10 of the MCC Program Procurement Guidelines for the most current listing of sanctioned and restricted countries. 1.7 Bidders shall furnish information on

## **Section 2: Instructions to Bidders**

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commissions and gratuities, if any, paid or to be paid to agents relating to this Bid and during execution of the assignment if the Bidder is awarded the Contract, as requested in the Bid submission form (Section 3).

### **Taxes and Duties**

1.8 (a) MCC requires that its assistance under the 609(g) Agreement and the Compact be free from Taxes. The fees for the Services and any other payments to the Consultant, its agents or employees provided hereunder, shall be exempt from the payment of Taxes to the extent permitted and as set forth in the 609(g) Agreement and in the Compact. Under the 609(g) Agreement, taxes on MCC assistance will be treated in accordance with the terms of the "Economic, Technical and Related Assistance Agreement between the Government of the United States of America and the Government of the Republic of Malawi" dated January 8, 1987 will be in effect. Copies of such agreement will be available upon request. The Government does not intend to exempt legal citizens working under the 609(g) Agreement or the Compact from individual income tax.

(b) The Bidders are advised that the tax provisions under MCC-funded contracts may differ from other donor-funded contracts; therefore, the Bidders are encouraged to seek guidance on these matters from local counsel.

(c) The form of contract to be used in connection with this IFB includes references to such tax provisions. The Bidders are required to ascertain available tax exemptions and determine all tax liabilities, and include these in their fixed-price Financial Bid. There shall be no adjustments permitted for tax exemptions/liabilities after the opening of Bids.

### **2. Origin of Goods and Services**

2.1 Goods supplied and Services provided under the Contract may originate from any country except

## **Section 2: Instructions to Bidders**

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if:

- (i) As a matter of law or official regulation, Malawi 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, Malawi prohibits any imports of goods from that country or any payments to persons or entities in that country.

### **3. Eligible Bidders**

- 3.1 In case a Bidder intends to associate with other Bidder(s), such other Bidder(s) shall be subject to the eligibility criteria set forth in the Bidding Data Sheet.
- 3.2 Government-owned enterprises in Malawi shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of MOF-MCA.
- 3.3 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

### **4. Qualification of the Bidder**

All qualification requirements as specified in the Bidding Data Sheet will need to be met by the Bidder.

### **5. Only one Bid**

- 5.1 Bidders may only submit one Bid as the lead Bidder in this bidding process. If a lead Bidder submits or participates in more than one Bid, all such Bids shall be disqualified. However, this does not limit the participation as a Sub-Contractor, including individual experts, in more than one Bid.

### **6. Cost of Bidding**

- 6.1 Bidders shall bear all costs associated with the preparation and submission of their bids and contract negotiation. The Employer is not bound to accept any Bid, and reserves the right to annul the selection process at any time prior to Contract award, without

## **Section 2: Instructions to Bidders**

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thereby incurring any liability to the Bidders.

### **7. Site Visit and Pre-Bid Conference**

- 7.1 Bidders should familiarize themselves with local conditions and take them into account in preparing their Bids. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to attend a site visit and attend a pre-bid conference, if offered in the Bidding Data Sheet. To this purpose, Bidders should contact the Employer at the address provided in the Bidding Data Sheet for relevant arrangements. Attending the pre-bid conference and/or site visit is optional and their attendance shall not be taken into account for the purpose of evaluation.

## **B. Bidding Documents**

### **8. Content of Bidding Documents**

- 8.1 The bidding documents include all the Sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 10:

Section 1	Invitation for Bids (IFB)
Section 2	Instructions to Bidders
Section 3	Bid Forms and Letter of Acceptance
Section 4	Form of Contract
Section 5	Performance Specifications and Drawings (if applicable)
Section 6	Activity Schedule
Section 7	Security Forms

- 8.2 The Employer is not responsible for the completeness of the IFB and its addenda, if they were not obtained directly from the Employer.

### **9. Clarification of Bidding Documents**

- 9.1 Bidders may request a clarification of any of the content of the IFB up to the number of days indicated in the Bidding Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, by mail, email or fax to the Employer at the address indicated in the Bidding Data Sheet. The Employer will respond in writing, by mail, 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 Bidders by the date specified in the Bidding Data Sheet. Should the Employer deem it necessary to amend the IFB as a result of a clarification, it shall do so following the

## **Section 2: Instructions to Bidders**

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procedure under ITB Clause 10.1 below.

- 10. Amendment of Bidding Documents**      10.1 At any time prior to the deadline for submission of bids, the Employer may amend the IFB by issuing an addendum in writing, by mail, email or fax. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments in writing, by mail, email or fax. To give Bidders reasonable time in which to take an amendment into account in their Bids, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids.

### **C. Preparation of Bids**

- 11. Language of Bid**      11.1 The Bid as well as all related correspondence exchanged by the Bidders and the Employer shall be written in the language(s) specified in the Bidding Data Sheet.
- 12. Documents Comprising the Bid**      12.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid as indicated in Section 3;
  - (b) Bid Security(**N/A**);
  - (c) Priced Activity Schedule;
  - (d) Qualification Information Form and Documents;
  - (e) Alternative offers where invited; and
  - (f) any other information required to be completed and submitted by bidders, if specified in the Bidding Data Sheet.
- 13. Bid Prices**      13.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section 5, based on the priced Activity Schedule submitted by the Bidder.
- 13.2 The Bidder shall fill in rates and prices for all items of the Services described in the Performance Specifications (or Description of Services), Section 5 and listed in the Activity Schedule, Section 6. Items for which no rate or price is entered by the Bidder shall be deemed covered by the other rates and prices in the Activity Schedule.
- 13.3 For the purpose of determining the remuneration due for additional Services, a breakdown of the fixed price shall be provided by the Bidder in the form of Appendices D and E to the Contract.
- 14. Currency of Bid**      14.1 Bidders may only express the price of their Services in the

## **Section 2: Instructions to Bidders**

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currencies specified in the Bidding Data Sheet.

- 15. Bid Validity**
- 15.1 The Bidding Data Sheet indicates the length of time that Bidders' Offers must remain valid after the submission date. During this period, Bidders shall maintain the availability of its proposed staff nominated in the Bid. The Employer will make its best effort to complete negotiations within this period. Should the need arise; however, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Bids, or in their confirmation of extension of validity of the Bid, Bidders may submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders have the right to refuse to extend the validity of their Bids. Such Bids will be considered Expired; Expired Bids will not be considered for further review and contract award.
- 16. Bid Security**
- 16.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as specified in the Bidding Data Sheet
- (a) The Bid Security shall be in the form, amount and currency specified in the Bidding Data Sheet.
  - (b) be substantially in accordance with one of the forms of Bid Security included in Section 7, Forms of Securities, or other form approved by the Employer prior to bid submission;
  - (c) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Clause 16.4 are invoked;
  - (d) be submitted in its original form; copies will not be accepted;
  - (e) remain valid for a period of 30 (thirty) days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 15.1;
- 16.2 If a Bid Security is required in accordance with ITB Clause 16, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Clause 16, shall be rejected by the Employer as non-responsive.
- 16.3 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security.
- 16.4 The Bid Security may be forfeited or executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission

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Form, except as provided in ITB Clause 15.1; or

- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 33.2;
  - (ii) furnish a Performance Security in accordance with ITB Clause 34.

16.5 The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the Letter of Intent mentioned in Bidding Data Sheet.

### **17. Alternative Bids**

17.1 Bidders shall submit offers that comply with the requirements of the IFB, as indicated in the Performance Specifications (or Description of Services) and Drawings, Section 5. Alternatives will not be considered, unless specifically allowed in the Bidding Data Sheet. If so allowed, ITB Clause 17.2 shall govern.

17.2 If so allowed in the Bidding Data Sheet, bidders wishing to offer technical alternatives to the requirements of the IFB must also submit a Bid that complies with the requirements of the IFB (hereby called the Basic Bid), including the scope, basic technical data, graphical documents and specifications. In addition to submitting the Basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the "Alternative Bid" by the Employer, including calculations, technical specifications, and breakdown of prices, proposed work, methods and other relevant details. Only the technical alternatives bids, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

17.3 Bidders should be aware that their Bids should be limited to the requirements of the Appendix A – Description of the Services. Any suggestions for modifications to the Appendix A – Description of the Services should be noted in the Forms of Bid / Qualification Information, which could be discussed during Negotiations at the discretion of the Employer.

### **18. Format and Signing of Bid**

18.1. a The Bid shall provide all the information using the attached standard Forms (Section 3) and should include all the information required therein and in ITB Clause 12. Failure to provide such information may result in the Bid being rejected.

18.1. b If so specified in the Bidding Data Sheet, the Bid 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 1".

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The Bids not conforming to this page limit may be rejected at the discretion of the Employer.

- 18.1.c The Bid will consist of two separate envelopes, one envelope containing the Qualification Information required in Form TECH 1 and one envelope containing the Financial Bid as specified under Form FIN 1 of Section 3 Forms of Bid.
- 18.2 The Bid shall be marked "ORIGINAL" or "COPY" as appropriate. The Bid shall be sent to the addresses and in the number of copies indicated in the Bidding Data Sheet. If there are discrepancies between the original and the copies of the Bid, the original governs.
- 18.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Bidding Data Sheet, Clause Reference to ITB Clauses 4.2(b) or 4.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.
- 18.4 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

### **D. Submission of Bids**

- 19. Sealing and Marking of Bids**
  - 19.1 Bidders shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 17, in two inner separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single outer envelope.
  - 19.2 The inner and outer envelopes shall:
    - (a) include the name and address of the Bidder;
    - (b) be addressed to the address given in the Bidding Data Sheet;
    - (c) include the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the Bidding Data Sheet; and
    - (d) be clearly marked "DO NOT OPEN, EXCEPT DURING THE BID OPENING SESSION".
  - 19.3 The Employer shall not be responsible for misplacement, loss

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or premature opening if the envelopes are not sealed and/or marked as stipulated. Failure to correctly seal and mark the envelopes may be a cause of rejecting the Bid.

- 20. Deadline for Submission of Bids**      20.1      The Bid must be sent to the address indicated in the Bidding Data Sheet and received by the Employer no later than the time and the date indicated in the Bidding Data Sheet, or any extension to this date. Any Bid received by the Employer after the deadline for submission shall be returned unopened.
- 21. Late Bids**      21.1      Any bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 22. Modification and Withdrawal of Bids**
- 22.1      Bidders may modify or withdraw their bids by giving notice in writing before the deadline for submission of bids.
- 22.2      Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 22.3      No Bid may be modified after the deadline for submission of Bids.
- 22.4      Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data Sheet or as extended pursuant to ITB Clause 15.2 may result in the forfeiture of the Bid Security.
- 22.5      Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this Clause, or included in the original Bid submission.

### **E. Bid Opening and Evaluation**

- 23. Public Opening of Bids**      23.1      The Employer shall open the envelope containing the Qualification Information (Form TECH 1) publicly at the date and time specified in the Data Sheet. The envelopes with the Financial Bid (Form FIN 1) shall remain sealed and securely stored.
- 23.2      The Bidders' names, modifications or withdrawals and the presence or absence of requisite Bid security and such other details the Employer, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid opening, except for late Bids, which shall be

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returned unopened to the Bidders.

- 23.3 Bids and their modifications that are not opened and read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 23.4 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 23.5 All other envelopes containing the Qualification Information (Form TECH 1) shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification and alternative offers if permitted; the presence of a Bid Security, if required; and any other details as the Employer may consider appropriate. Only alternative offers read out at Bid opening shall be considered for evaluation.
- 23.6 The Employer shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. All those present shall be requested to sign the attendance sheet.
- 23.7 After the qualification evaluation is completed, the Employer shall inform the Bidders who have submitted bids the qualification results obtained by their Qualification Information, and shall notify those Bidders whose bids did not meet the minimum qualifying requirements or were considered non responsive to the IFB and Description of the Services, that their Financial Bid will be returned unopened after completing the process. The Employer shall

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simultaneously notify in writing Bidders that have secured the minimum qualifying requirements, the date, time and location for opening the Financial Bids. The opening date will allow Bidders sufficient time to make arrangements for attending the opening. Bidders' attendance at the opening of Financial Bids is optional.

23.8 Financial Bids shall be opened publicly. The Financial Bid of the Bidders who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Bids shall be then opened, and the total prices read aloud and recorded.

23.9 The Employer shall invite the Bidder which meets the minimum requirements and offers the lowest price to negotiate the Contract and if negotiations are successful, the Contract shall be awarded after allowing the time foreseen by the Bid Challenge Process specified in ITB Clause 35. If negotiations fail, the Employer will invite the Bidder which meets the minimum requirements and offers the second lowest price to negotiate the Contract.

### **24. Confidentiality**

24.1 Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Bids or to other persons not officially concerned with the process, until the publication of the award of Contract.

24.2 Any effort by a Bidder to influence the Employer in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

24.3 Notwithstanding ITB Clause 24.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

### **25. Clarification of Bids**

25.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid if that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.

### **26. Responsiveness of Bids**

26.1 The Employer's determination of a bid's responsiveness is to

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be based on the contents of the bid itself.

- 26.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the IFB without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or
  - (b) limits in any substantial way, inconsistent with the IFB, the Employer's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive Bids.
- 26.3 If a Bid is not substantially responsive to the IFB, it shall be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

### **27. Nonconformities, Errors, and Omissions**

- 27.1 Provided that a Bid is substantially responsive, the Employer may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 27.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 27.3 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount

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expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 27.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.
- 28. Conversion to Single Currency**
- 28.1 If the use of multiple currencies is permitted in the Bidding Data Sheet, all currencies shall be converted into US dollars for evaluation purposes. The conversion formula is provided in the Bidding Data Sheet.
- 29. Evaluation and Comparison of Bids**
- 29.1 The Employer shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive. To evaluate a Bid, the Employer shall only use the factors, methodologies, and criteria defined in the Bidding Data Sheet. No other criteria or methodology shall be permitted.
- 29.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors;
  - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, but including Day work, when requested in the Specifications (or Description of Services) Section 6;
  - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 17; and
  - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Clause 22.5.
- 29.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the IFB or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 29.4 At any time during the evaluation process, the Employer 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 Bid at the discretion of the Employer. The Bidder shall not be permitted to revise its Bid after this determination.
- 29.5 Prior to inviting the best evaluated Bidder for negotiations,



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sufficient grounds for cancelling the award and forfeiture of the Bid security, in which event the Employer may pass on the award to the next lowest evaluated Bidder or cancel the bidding process.

34.3 Upon the successful Bidder's furnishing of the performance security, the Employer will discharge the bid securities of the unsuccessful bidders.

34.4 The Employer may provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS. Any Advance Payment shall be guaranteed by a separate Security, in the Security Form provided in the Section 7 of this IFB, Security Forms, or in another form acceptable to the Employer.

### **35. Complaints — Bid Challenge System**

35.1 MOF-MCA shall entertain a complaint from any Bidder that claims to have suffered or that may suffer loss or injury due to breach of duty by MOF-MCA in the conduct of the selection process. Any complaint shall be submitted in writing (may be in electronic form) to MOF-MCA within five (5) working days of when the Bidder became aware of, or should have become aware, of the circumstances giving rise to the complaint. Unless the complaint is resolved by mutual agreement, MOF-MCA shall, within fifteen (15) days after submission of the complaint, issue a written decision stating the reasons for the decision and, if the complaint is upheld in whole or in part, indicating the corrective measures that are to be taken. The complaint shall be addressed to the following address:

Sam Kakhobwe  
The National Coordinator and Point of Contact  
Millennium Challenge Account-Malawi  
Millennium House  
Convention Drive  
P.O. Box 31513  
Lilongwe, Malawi  
Tel: +265 1 774 308/309  
Fax: +265 1 774 302  
Email: [sam.kakhobwe@mca-m.gov.mw](mailto:sam.kakhobwe@mca-m.gov.mw)

35.2 A Bidder may seek review by MCC after it has exhausted all remedies with MOF-MCA. MCC's review will be limited to complaints that MOF-MCA failed to entertain its complaint, or failed to issue a written decision on the complaint, or claims that MOF-MCA violated the procurement rules governing this IFB and procurement. The appeal to MCC must be received in writing (may be in electronic form) within five (5) working

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days of the date the Bidder learned or should have learned of an adverse decision by MOF-MCA or other basis of appeal to MCC. The appeal shall be addressed to the following address:

Millennium Challenge Corp.

ATTN: Vice President for Compact Implementation

(Copy to the Vice President and General Counsel)

875 Fifteenth Street, N.W.

Washington, D.C. 20005

United States of America

FAX: (202) 521-3700

Email: [VPDevelopment@mcc.gov](mailto:VPDevelopment@mcc.gov)

[VPGeneralCouncil@mcc.gov](mailto:VPGeneralCouncil@mcc.gov)

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### G. Bidding Data Sheet

The following specific data for the services to be provided shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

#### Instructions to Bidders Clause Reference

ITB Clause Reference	
ITB 1.1	The name and identification number of the procurement process is <b>CB/MCA-MCT/GOM/003; “Competitive Bidding (CB)” - Non Consultant Services, Least Cost Selection Method.</b>
ITB 1.2	The Intended Completion date is <b>April 26, 2011.</b>
ITB 1.3	Inputs and facilities to be provided by the Employer: if so specified in Appendix F of the enclosed Form of Contract.
ITB 3.1	Bidder(s) who intends to associate with other Bidder shall be subject to the following eligibility criteria: <b>[See ITB 1.6, 2 and 3.]</b>
ITB 4	<p>4.1 All bidders shall provide in Section 3, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.</p> <p>4.2 All bidders shall include the following information and documents with their bids in Section 3, unless otherwise stated in the Bidding Data Sheet:</p> <ul style="list-style-type: none"><li>(a) Copy of documents of constitution / incorporation, including actual legal status, original and actual place of registration and principal place of business.</li><li>(b) Copy of power of attorney demonstrating that the signatory of the bid has been duly authorized to sign as Legal Representative of the Bidder that submits the Bid.</li><li>(c) The awarded Bidder must deliver before the signing of the contract those documents described in (a) and (b) above.</li><li>(d) financial statements for each of the last three <b>3</b> years;</li><li>(e) experience in Services of a similar nature and size for each of the last three <b>3</b> years, and details of Services under way or contractually committed; and names and address of Employers who may be contacted for reference and further</li></ul>

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	<p>information on those contracts;</p> <ul style="list-style-type: none"><li>(f) list of major items of equipment proposed to carry out the Contract;</li><li>(g) qualifications and experience of key site management and technical personnel proposed for the Contract;</li><li>(h) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three <b>3</b> years;</li><li>(i) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);</li><li>(j) authority to the Employer to seek references from the Bidder's bankers;</li><li>(k) information regarding any litigation, current or during the last three <b>3</b> years, in which the Bidder is involved, the parties concerned, and disputed amount; and</li><li>(l) proposals for subcontracting components of the Services amounting to more than twenty-five <b>25</b> percent of the Contract Price.</li></ul>
4.3	<p>Bids submitted by a consortium, joint venture or association of two or more bidders as partners shall comply with the following requirements, unless otherwise stated in the Bidding Data Sheet:</p> <ul style="list-style-type: none"><li>(a) the Bid shall include all the information listed in ITB Clause 4.2 above for each partner; in case a consortium, joint venture or association is selected the associated Bidders shall deliver the agreement of partnership properly legalized as indicated in ITB Clause 4.2.(c) of this Bidding Data Sheet. Each Bidder associated shall deliver the complementary information required.</li><li>(b) the Bid shall be signed so as to be legally binding on all partners;</li><li>(c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted</li></ul>

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	<p>with the bid, together with a copy of the proposed agreement;</p> <p>(d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and</p> <p>(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.</p>
<b>ITB 7.1</b>	<p>A site visit shall be organized: <b>N/A</b></p> <p>A pre-Bid conference will be held: <b>N/A</b></p> <p>In case of site visit the contact address for arrangements is: <b>N/A</b></p>
<b>ITB 9.1</b>	<p>Clarifications may be received not later than <b>14 days at 12hours local time in Lilongwe, Malawi</b> before the deadline for submission of the bids</p> <p>The Employer shall respond in writing by not later than 10 business days <b>September 3, 2010</b> at 10.00hours local time in Lilongwe, Malawi prior to the deadline for submission of Bids. Bidders are strongly advised to read all sections of the IFB, including the Description of Services and the Form of Contract, and to seek clarification during the solicitation period for this procurement. MOF-MCA and MCC shall not entertain any requests for changes to this document subsequent to the submission of Bids.</p> <p>The address for requesting clarifications is:</p> <p>Sam Kakhobwe, The National Coordinator and Point of Contact, Millennium Challenge Account-Malawi, Millennium House, Convention Drive, P.O. Box 31513, Lilongwe. Malawi.</p> <p>Tel: +265 1 774 308/309 Fax: +265 1 774 302 Email: <a href="mailto:sam.kakhobwe@mca-m.gov.mw">sam.kakhobwe@mca-m.gov.mw</a></p>
<b>ITB 11.1</b>	<p>Bids shall be submitted in the following language: <b>English</b></p> <p>The final report shall be provided in <b>English</b></p> <p>Whenever two languages are used for any purpose, the <b>English</b> language shall govern.</p>

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<b>ITB 12.1</b>	Other information required to be completed and submitted by bidders: All documents specified 12.1 of section 2
<b>ITB 14.1</b>	Bidders shall express all prices in US Dollars or Malawi Kwacha.
<b>ITB 15.1 and ITB 22.4</b>	Bids must remain valid thirty <b>30</b> days after Bid Opening, until: <b>October 18, 2010.</b>
<b>ITB 16.1</b>	<p>Bid shall include a Bid Security which shall have a validity of days after Bid opening. <b>N/A</b></p> <p>Any bid not accompanied by the Original Bid Security included inside the Bid sealed envelope shall be rejected by the Employer. <b>N/A</b></p> <p>Any bid accompanied by the Original Bid Security included inside the Bid sealed envelope but of an insufficient value, validity or with an incorrect proportion with regard to the total price of Bid in accordance with ITB Clause 16 shall be rejected by the Employer. <b>N/A</b></p>
<b>ITB 16.1 (a)</b>	<p>The Bid Security shall be issued by a bank in the form included in Section 8 Security Forms or in the form of a valid Certificate Check payable to: <b>N/A</b></p> <p>The amount of the bid security shall be at least, % (    percent) of the total Bid price in the same currency of the bid. <b>N/A</b></p> <p>The Original Bid security shall be included inside the sealed Bid envelope. <b>N/A</b></p>
<b>ITB 17.1</b>	Alternative Bids <b>shall not</b> be considered.
<b>ITB 18.1 (b)</b>	The Bids shall conform to the page limits provided on each Form of Bid (Section 3).
<b>ITB 18.2</b>	<p>The Bidder must submit one <b>(1)</b> Original and three <b>(3)</b> copies of the bid, and an electronic copy in the form of a CD Rom in Microsoft Word and/or Excel, as appropriate. The CD for the Qualification Information required in Form TECH 1 should be sealed in the same envelope as the Form TECH 1.</p> <p>The Bidder shall also submit one (1) Original and three (3) copies of the Financial Bid, and an electronic copy in the form of a CD Rom in Microsoft Word and/or Excel, as appropriate. The CD for the Financial Bid should be sealed in the same envelope as the Financial Bid.</p> <p>In any case of discrepancy between the Original and printed or</p>

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	electronic copies, the Original printed must govern.
<b>ITB 19.2 and ITB 20.1</b>	<p>The Employer's address for the purpose of Bid submission is:</p> <p>The National Coordinator and Point of Contact, Millennium Challenge Account-Malawi, Millennium House, Convention Drive, P.O. Box 31513, Lilongwe. Malawi.</p> <p>Tel: +265 1 774 308/309 Fax: +265 1 774 302 Email: <a href="mailto:sam.kakhobwe@mca-m.gov.mw">sam.kakhobwe@mca-m.gov.mw</a></p> <p>For identification of the Bid the envelopes should indicate:</p> <p>Bidding Process Number: <b>IFB/CB/MCA-MCT/GOM/003</b></p> <p>Project: <b>PROCUREMENT OF STAFF RECRUITMENT SERVICES FOR MCA-MALAWI</b></p>
<b>ITB 20.1</b>	Bids must be submitted no later than: <b>17<sup>th</sup> September, 2010 up to 15.00 Hours "local time" at MCA-Malawi, Lilongwe.</b>
<b>ITB 23.1</b>	<p>The date, time and place for public opening of Bids (Form TECH 1) is: at <b>17<sup>th</sup> September, 2010 up to 15.00 Hours "local time" at MCA-Malawi, Lilongwe</b> at the following address:</p> <p><b>Sam Kakhobwe, The National Coordinator and Point of Contact, Millennium Challenge Account-Malawi, Millennium House, Convention Drive, P.O. Box 31513, Lilongwe. Malawi.</b></p> <p><b>Tel: +265 1 774 308/309 Fax: +265 1 774 302 Email: <a href="mailto:sam.kakhobwe@mca-m.gov.mw">sam.kakhobwe@mca-m.gov.mw</a></b></p>
<b>ITB 28.1</b>	<i>N/A</i>
<b>ITB 29.1</b>	Criteria, sub-criteria, and methodology for the evaluation of Bids are as follows:

**Section 2: Instructions to Bidders**

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	<p>1.Experience and Qualification of Firm (10 Points) - At least three (3) years of experience in the following areas:</p> <ul style="list-style-type: none"><li>a. Human Resources Management</li><li>b. Staff Recruitment</li></ul> <p>2.Approach and Methodology (50 Points) –</p> <ul style="list-style-type: none"><li>a. Quality of Recruitment Plan</li><li>b. Approach for Advertising and Recruitment</li><li>c. Approach for Candidate Evaluation and Shortlisting</li></ul> <p>3.Key Personnel -Project Manager (40 Points) –</p> <ul style="list-style-type: none"><li>a. Years of Experience in Human Resources Management</li><li>b. Years of Experience in International Staff Recruitment</li><li>c. Experience in Recruitment of a Similar Nature</li></ul> <p>Total Points for the three (3) Criteria                      100</p> <p>Minimum technical score required to pass is    75 points</p>

# SECTION 3

## Bid Forms

## Section 3 Forms of Bid, Letter of Acceptance and Contract

*[Forms of Bid should be tailored to each Non-Service Provider Service]*

### Form TECH 1 - Qualification Information

#### Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of the verification of qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

1. **Individual Bidders or Individual Members of Joint Ventures**
  - 1.1 Constitution or legal status of Bidder: *[attach copy]*  
Place of registration: *[insert data]*  
Principal place of business: *[insert]*  
Power of attorney of signatory of Bid: *[attach]*
  - 1.2 Total annual volume of Services performed in *[insert number]* years, in US Dollars: *[insert amount]*.
  - 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last *[insert number]* years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of Employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

**Section 3: Bid Forms**

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1.4 Major items of Bidder's Equipment proposed for carrying out the Services. List all information requested below. Refer also to Clause 4.2 (d) of the Instructions to Bidders – Bidding Data Sheet.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

**Section 3: Bid Forms**

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1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Clause 4.2 (e) of the Instructions to Bidders.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved.

Sections of the Services	Value of subcontract	Sub-Contractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Audited Financial reports for the last **[insert number]** years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources (about US\$ **[insert amount]**) to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 3 of the bidding documents.

1.9 Name, address, and telephone/fax numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved. This information shall be authenticated by a Lawyer through a letter on the letterhead of the law firm, to be enclosed with the bid submission.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

### **Section 3: Bid Forms**

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- 1.11 Statement of compliance with the requirements of Clause 3.2 of the Instructions to Bidders.
  - 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.
- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
  - 2.2 The information in 1.12 above shall be provided for the joint venture.
  - 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
  - 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
    - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
    - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
    - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

**Form FIN 1 - Financial Bid**

**Notes on Form of Service Provider's Bid**

The Bidder shall fill in and submit this Bid form with the Bid.

*[insert date]*

To: *[insert name and address of appropriate MCA office, including, as applicable "Care of \_\_, Procurement Agent]*

Dear Sir/Madam:

Having examined the bidding documents including addendum, we offer to execute the ***[name and identification number of Bid]*** in accordance with the General Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers], [amount in words] [name of currency]*. 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.

Commissions and gratuities paid or to be paid by us to agents relating to this Bid 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

The Contract shall be paid in US Dollars:

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Authorized Signature: \_\_\_\_\_

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

Name of Bidder: \_\_\_\_\_

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



## Letter of Acceptance

*[letterhead paper of MCA Entity]*

*[insert date]*

To: *[name and address of the Selected Bidder]*

This is to notify you that the Competitive Bidding *[insert process number]* dated *[insert date]* for execution of the "*[insert the title of Non-Consultant Services]*" for the Contract Price of the US\$ *[amount in numbers]* (*[amount in words]* US Dollars), is hereby awarded to the firm represented by you to provide the above mentioned services.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: *[insert appropriate name and title]*

Attachment: Contract

**SECTION 4**  
**Form of Contract**

**Contract Form**

**Contract No:**

**Contract for Non-Consultant Services**

**Lump-Sum**

**For the provision of**

*Staff Recruitment Services*

between

**MINISTRY OF FINANCE**

**On Behalf of:**

**THE GOVERNMENT OF THE REPUBLIC OF MALAWI**

and

[name of Service Provider]

Dated:

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## **Article I. Agreement**

### **FIXED PRICE CONTRACT**

This CONTRACT (hereinafter called the “Contract”) is made the **[day]** day of the month of **[month]**, **[year]**, between, on the one hand, **Ministry of Finance**(hereinafter referred to as the “Ministry”) on behalf of the Government of Malawi (the “Government”) (to be replaced by Millennium Challenge Account-Malawi), an entity to be established under the laws of Malawi (“MCA-Malawi”)and, on the other hand, **[name of Service Provider]** (hereinafter called the “Service Provider”).

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

WHEREAS

- (a) WHEREAS, the United States of America, acting through the Millennium Challenge Corporation (“MCC”), and the Government executed a Grant and Implementation Agreement on [\_\_\_\_\_], 2010 (the “609(g) Agreement”) that sets forth the general terms and conditions on which MCC will provide funding not to exceed [insert amount] U.S. Dollars (US \$[\_\_\_\_\_]) under the authority of Section 609(g) of the United States Millennium Challenge Act of 2003 (the “Act”), as amended, which activities will facilitate the development and implementation of the proposed Compact described below;
- (b) WHEREAS, it is proposed that MCC and the Government will negotiate and execute a certain Millennium Challenge Compact (the “**Compact**”) that will set forth the general terms and conditions on which MCC will provide funding to the Government for a Millennium Challenge Account program to advance economic growth and reduce poverty in Malawi;
- (c) WHEREAS, as a condition precedent to the initial MCC disbursement under the Compact, the Government must deliver to MCC an executed copy of a Staff Recruitment Services Consultant agreement, in form and substance satisfactory to MCC, which specifies the terms and conditions on which a Staff Recruitment Services Consultant will act as agent and provide certain services to MCA-Malawi under and in furtherance of the Compact;
- (d) WHEREAS, subject to the terms and conditions set forth in this Agreement, MCA-Malawi wishes to appoint [\_\_\_\_\_] as the Staff Recruitment Services Consultant, and [\_\_\_\_\_] wishes to accept such appointment.

#### **Section 4: Form of Contract / Article I – Agreement**

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NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, intending to be legally bound, agree:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract.
2. The following documents shall constitute the Contract between the Service Provider and the Employer, and each shall be read and construed as an integral part of the Contract:
  - (a) the Letter of Acceptance;
  - (b) the Service Provider's Bid
  - (c) the Special Conditions of Contract;
  - (d) the General Conditions of Contract;
  - (e) the Specifications;
  - (f) the Priced Activity Schedule; and
  - (g) The following Appendices: [**Note:** *If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Subcontractors
    - Appendix D: Payment Schedule
    - Appendix E: Breakdown of Contract Price in US Dollars/Local Currency
    - Appendix F: Services and Facilities Provided by the Employer
    - Appendix G: Additional Provisions
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Employer to the Service Provider as set forth in this Contract, the Service Provider hereby covenants with the Employer to perform the Services in conformity in all respects with the provisions of this Contract.
5. Subject to the terms of this Contract, the Employer hereby covenants to pay the Service Provider, in consideration of the performance of the Services, the Contract Price or such other sum as may become payable pursuant to the provisions of this Contract at the times and in the manner prescribed by this Contract.

**Section 4: Form of Contract / Article I – Agreement**

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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 **MOF-MCA** (the Employer)

\_\_\_\_\_  
*[Authorized Representative]*

For and on behalf of **[insert name of Service Provider]** (the Service Provider)

\_\_\_\_\_  
*[Authorized Representative]*

**[Note: If the Service Provider 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 Service Provider

\_\_\_\_\_  
*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

\_\_\_\_\_  
*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

## Article II. General Conditions of Contract

### 1. General Provisions

#### 1. General Provisions

- 1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “609(g) Grant” means the grant provided by MCC to the Government to develop and facilitate implementation of a Compact;
  - (b) “609(g) Agreement” means the agreement between MCC and the Government pursuant to which MCC provides the 609(g) grant to the Government;
  - (c) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider;
  - (d) “Applicable Law” means the laws of, and any other disposition that has force of law in, **Malawi**, and that from time to time are in force and effect;
  - (e) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, persons or their property, to influence their participation in a procurement process, or affect the execution of a contract;
  - (f) “collusive practice” means a scheme or arrangement between two or more parties, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels or to otherwise deprive **MOF-MCA** of the benefits of free and open competition;
  - (g) “Compact” means the Millennium Challenge Compact entered into on **[enter date of Compact]** between MCC and the Government, as amended from time to time;
  - (h) “Completion Date” means the date of completion or fulfilment of the Services by the Service Provider in accordance with the terms and conditions set forth in this Contract as certified by the Employer;
  - (i) “Contract Price” means the price to be paid for the performance of the Services, in accordance with GCC Clause 6;
  - (j) “Contract” means this Contract signed by the Parties, including the General Conditions of Contract (GCC), the Special Conditions of

Contract (SCC), and the Appendices.

- (k) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of a public official (including the Employer and MCC staff and employees of other organizations taking or reviewing selection decisions) 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 a contract, in violation of (A) the United States Foreign Corrupt Practices Act of 1977, as amended (15 USC 78a et seq.) (“FCPA”), or any other actions taken that otherwise would be in violation of the FCPA if the FCPA were applicable, or (B) any applicable law in **Malawi**;
- (l) “Day” means calendar day.
- (m) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (n) “Effective Date” means the date on which this Contract comes into force;
- (o) “Employer” means **MOF-MCA**, unless explicitly specified otherwise;
- (p) “fraudulent practice” means any act or omission, including any misrepresentation, in order to influence (or attempt to influence) a selection process or the execution of a contract to obtain a financial or other benefit, or to avoid (or attempt to avoid) an obligation;
- (q) “GCC” means the General Conditions of this Contract;
- (r) “Government” means the Government of **Malawi**;
- (s) “In writing” means any type of communication in a written master with receipt of proof;
- (t) “Key personnel” refers to personnel or professional staff of the Service Provider who have management responsibilities or have key qualifications needed for the assignment;
- (u) “MCC” means the Millennium Challenge Corporation, a United States Government agency located in Washington, D.C., U.S.A.
- (v) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SCC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;

#### **Section 4: Form of Contract / Article II – General Conditions of Contract**

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- (w) “obstructive practice” means
  - (i) destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to impede an investigation into allegations of a corrupt, fraudulent, coercive, collusive, or prohibited practice; and threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, and
  - (ii) acts intended to impede the exercise of the inspection and audit rights of MCC provided under the Compact and related agreements;
- (w) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (x) “Personnel” means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services or any part thereof;
- (y) “Professional Staff” refers to the staff of the Service Provider or any Sub-Service Provider who has received a university degree in a particular field or discipline;
- (z) “Prohibited Practice” means any action that violates Section E (Compliance with Anti-Corruption, Anti-Money Laundering, and Terrorist Financing Statutes and Other Restrictions) of the “General Provisions Annex” to the General Conditions of Contract.
- (aa) “SCC” means the Special Conditions of this Contract by which the GCC may be modified, amended, supplemented or complemented;
- (bb) “Service Provider” means any private or public entity that will provide the Services to the Employer under this Contract;
- (cc) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A, and in the Performance Specifications at Section 5 of the Bidding Documents, and Activity Schedule included in the Service Provider’s Bid;
- (dd) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Service Provider;
- (ee) “Specifications” means the Performance Specifications set forth as part of Section 5 of the Bidding Documents;

## Section 4: Form of Contract / Article II – General Conditions of Contract

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- (ff) “Tax” and “Taxes” shall have the meanings given such terms in the Compact.
- 1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of **Malawi**, unless otherwise **specified in the Special Conditions of Contract (SCC)**.
- 1.3 Language This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices Any notice, request, or consent 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, or when sent by facsimile or electronic e-mail with confirmation, if sent during normal business hours of the recipient Party, unless the giving of notice is otherwise governed by Applicable Law.
- 1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.
- 1.7 Inspection and Audit by the MCC The Service Provider shall permit the MCC to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the MCC, if so required by the MCC.
- 1.8 Taxes and Duties (a) MCC requires that its assistance under the 609(g) Agreement and the Compact be free from taxes. The Government does not intend to exempt legal entities organized under Malawian law, and Malawian citizens working under the Agreement and the Compact to from individual and corporate income tax. Except as may be exempt pursuant to the terms of the 609(g) Agreement and the Compact, or other agreement related to the Compact available in English at **[insert hyperlink for MCA Entity’s public website]** as specified in the SCC, the Service Provider, the Subcontractors, and their respective Personnel may be subject to certain Taxes on amounts payable by the Employer hereunder under Applicable Law (now or hereinafter in effect). Each Service Provider, each Subcontractor and their respective Personnel shall pay all such Taxes levied under the Applicable Law. In no event shall the Contract Price include Taxes

#### **Section 4: Form of Contract / Article II – General Conditions of Contract**

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and the Employer shall not be responsible for the payment of any Taxes. In the event that any Taxes are imposed on the Service Provider, each Subcontractor and their respective Personnel, the Contract Price shall not be adjusted to account for such Taxes.

The Service Provider warrants the following:

- (b) The Service Provider, the Subcontractors, their respective Personnel, and their eligible dependents, shall follow the usual customs procedures of **Malawi** in importing property into **Malawi**;
- (c) If the Service Provider, the Subcontractors or any of their respective Personnel, or their eligible dependents, do not withdraw but dispose of any property in **Malawi** upon which customs duties or other taxes have been exempted, the Service Provider, the Subcontractors 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 such customs duties and Taxes to the Employer if they were paid by the Employer at the time the property in question was brought into **Malawi**;
- (d) Without prejudice to the rights of the Service Provider under this GCC Sub-Clause 1.8, the Service Provider, the Subcontractors and their respective Personnel will take reasonable steps requested by the Employer with respect to the determination of the Tax status described in this GCC Sub-Clause 1.8;
- (e) If the Service Provider is required to pay Taxes that are exempt under the Compact, the Service Provider shall promptly notify the Employer (or such agent or representative designated by the Employer) of any taxes paid, and the Service Provider shall cooperate with, and take such actions as may be requested by **MOF-MCA**, **MCC**, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes;
- (f) The Employer shall use reasonable efforts to cause the Government to provide the Service Provider, the Subcontractors, and their respective Personnel the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the 609(g) Grant and the Compact. If the Employer fails to comply with its obligations under this paragraph, the Service Provider shall have the right to terminate this Agreement in accordance with GCC Sub-Clause 2.6.2.

## **Section 4: Form of Contract / Article II – General Conditions of Contract**

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- 1.9 Relationship Between the Parties  
Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel and Subcontractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 1.10 Authority of Member in Charge  
In case the Service Provider consists of a joint venture or other association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Service Provider's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.
- 1.11 Fraud and Corruption
- 1.11.1 Requirements  
MCC and the Employer require that the Employer, as well as service providers under MCC-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts.
- 1.11.2 Measures to be Taken  
MCC may cancel the portion of MCC Funding allocated to this Contract if it determines at any time that representatives of the Employer or the Service Provider were engaged in corrupt, fraudulent, collusive, prohibited, obstructive, or coercive practices during the selection process or the execution of this Contract, without the Employer or the Service Provider having taken timely and appropriate action satisfactory to MCC to remedy the situation.
- 1.11.3 Sanctions  
The Employer may sanction the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive, prohibited, obstructive, or coercive practices in competing for, or in executing, this or another MCC-funded contract.
- 1.11.4 Commissions and Fees  
The Service Provider shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## Section 4: Form of Contract / Article II – General Conditions of Contract

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### 2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract This Contract shall come into full force, and be legally binding on the Parties in all respects; on the date the Contract is signed by the Parties or such other date as may be stated in the SCC.
- 2.2 Commencement of Services
- 2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.
- 2.3 Intended Completion Date Unless terminated earlier pursuant to GCC Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damages as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of MCC, as may be required, has been obtained.
- 2.5 Force Majeure
- 2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event or condition that (a) 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 Force Majeure (or any third person over whom such Party has control, including any Subcontractor), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume hereunder, (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.

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- 2.5.2 No Breach of Contract The failure of a Party to fulfil any of its obligations under the 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 (5) days after the occurrence) about the occurrence of such an event.
- 2.5.3 Measures to be Taken 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.
- 2.5.4 Evidence of Force Majeure A Party affected by an event of Force Majeure shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 2.5.4 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.
- 2.5.5 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.5.6 Conflicts In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 8.
- 2.6 Termination
- 2.6.1 By the MCA-Entity The Employer may terminate this Contract in case of the occurrence of any of the events specified in sub-paragraphs (a) through (h) of this GCC Sub-Clause 2.6.1. In the case of such an occurrence, the Employer shall give a not less than thirty (30) days' written notice of termination to the Service Provider for an event referred to in items (a), (b), and (c), not less than fifteen (15) days written notice in case of an event referred to in item (f), not less than sixty (60) days written notice in case of an event referred to in item (g), and immediately upon notice from : the Employer upon the occurrence of an event referred to in items (d), (e), and (h):

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- (a) the Service Provider fails to remedy a failure in the performance of its obligations hereunder within thirty (30) days after receipt from the Employer of a notice of such failure or within such further period as the Employer may have subsequently approved in writing;
- (b) the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 8 hereof;
- (d) the Service Provider, in the judgment of the Employer, has engaged in corrupt, fraudulent, collusive, prohibited, obstructive or coercive practices in competing for or in executing this Contract;
- (e) the Service Provider submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the Employer;
- (f) as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (g) The Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; and
- (h) The Compact expires, is suspended or terminates in whole or in part in accordance with the terms of the Compact; such suspension or termination to become effective immediately upon notice by the Employer to the Service Provider, in accordance with the terms of the notice.

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- 2.6.2 By the Service Provider
- The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:
- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 8 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
  - (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 2.6.3 Suspension of Grant
- In the event that the MCC suspends the grant to the Employer, from which part of the payments to the Service Provider are being made:
- (a) the Employer is obligated to notify the Service Provider of such suspension within seven (7) days of having received the MCC's suspension notice;
  - (b) if the Service Provider has not received sums due to by the due date stated in the SCC in accordance with GCC Clause 6 the Service Provider may immediately issue a fourteen (14)-day termination notice.
- 2.6.4 Payment upon Termination
- Upon termination of this Contract pursuant to GCC Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:
- (a) remuneration pursuant to GCC Clause 6 for Services satisfactorily performed prior to the effective date of termination;
  - (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.
- 2.6.5 Suspension of Payment
- The Employer may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (a) shall specify the nature of the failure, and (b) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service

Provider of such notice of suspension.

- 2.6.6 Disputes about Events of Termination
- If either Party disputes whether an event specified in paragraphs (a) through (f) of GCC Sub-Clauses 2.6.1 or 2.6.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute resolution in accordance with GCC Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. Obligations of the Service Provider**

#### **3.1 General**

- 3.1.1 Standard of Performance
- The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

- 3.1.2 Law Governing Services
- The Service Provider shall perform the Services in accordance with Applicable Law and shall take all practicable steps to ensure that any Subcontractors, as well as the Personnel of the Service Provider and any Subcontractors, comply with the Applicable Law. The Employer shall notify the Service Provider in writing of relevant local customs, and the Service Provider shall, after such notification, respect such customs.

- 3.2 Conflict of Interests
- The Service Provider shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- 3.2.1 Service Provider Not to Benefit from Commissions and Discounts
- The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their 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 their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any

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such additional remuneration.

- 3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting Activities Neither the Service Provider nor its Subcontractors, nor any entity associated with them, nor their Personnel shall engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
  - (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
  - (c) after the termination of this Contract, such other activities as may be **specified in the SCC.**
- 3.3 Confidentiality Except with the prior written consent of the Employer, or as may be required to comply with Applicable Law, the Service Provider and its Personnel shall not (and shall cause any Subcontractors and their Personnel not to) at any time (a) communicate to any person or entity any confidential information acquired in the course of the Services, or (b) make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.3.1 No Disclosure The Service Provider and its Personnel shall not (and shall cause any Subcontractors and their Personnel not to), without the previous written consent of the Employer, disclose this Contract, or any provision hereof, or any specification, plan, drawing, pattern, sample or information provided by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 3.3.2 Rights of Use The Service Provider and its Personnel shall not (and shall cause any Subcontractor and their Personnel not to), without the previous written consent of the Employer or as may be required to comply with Applicable Law, make use of any document or information related to or delivered in connection with this Contract, except for the purpose of performing this

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- Contract.
- 3.3.3 Ownership of Information Any document, other than this Contract itself, shall remain the property of the Employer and shall be returned (including, except as provided in GCC Sub-Clause 3.7, all the copies) to the Employer on completion of the Service Provider's performance under this Contract.
- 3.4 Insurance to be Taken Out by the Service Provider The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC** and in the Appendix to GCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Service Provider's Actions Requiring Employer's Prior Approval The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract with a Subcontractor for the performance of any part of the Services. Notwithstanding such approval, the Service Provider shall retain full responsibility for the Services. In the event that any Subcontractors are found by the Employer to be incompetent or incapable in discharging assigned duties, the Employer may request the Service Provider to provide a replacement, with qualifications and experience acceptable to the Employer, or to resume the performance of the Services itself;
  - (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors");
  - (c) changing the Program of activities; and
  - (d) any other action that may be **specified in the SCC**.
- 3.6 Reporting Obligations The Service Provider shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD-ROM in addition to the hard copies specified in said Appendix. The Service Provider shall submit to the Employer such other information, reports and documents as may be requested by the Employer from time to time. The Service Provider consents to the Employer's sharing of the documents, reports and information delivered by the Service Provider pursuant to this Contract with MCC and the Government.
- 3.7 Documents All plans, drawings, specifications, designs, reports, and other documents

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- Prepared by the Service Provider to Be the Property of the **MCA-Malawi** and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. If license agreements are necessary or appropriate between the Service Provider and third parties for purposes of development of any such computer programs, the Service Provider shall obtain the Employer's prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
- 3.8 Liquidated Damages
- 3.8.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
- 3.8.2 Correction for Over-payment If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 6.5.
- 3.8.3 Performance Damages If the Service Provider has not corrected a defect within the time specified in the Employer's notice, Performance Damages will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

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- 3.9 Performance Security The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond. N/A.
- 3.10 Use of Funds The Service Provider shall ensure that its activities do not violate provisions relating to use of funds and environmental guidelines, as set out in the Appendix to GCC.
- 3.11 Accounting, Inspection and Auditing The Service Provider shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with the provisions of the Appendix to GCC and internationally accepted accounting principles.

### 4. Service Provider's Personnel

- 4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
- 4.2 Removal and/or Replacement of Personnel
- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
  - (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
  - (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**5. Obligations of the Employer**

5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law Unless otherwise specified in this Contract, if, after the date of this Bidding Document, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated, or changed in the particular area of the Purchaser’s country (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the delivery date and/or this Contract Price, then such delivery date and/or Contract Price shall be correspondingly increased or decreased to the extent that the Service Provider has thereby been affected in the performance of its obligations under this Contract. Notwithstanding the foregoing, such additional or reduced price shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 6.6.

Notwithstanding the provisions of the clause above, if, after the date of this Contract, there is any change in the Applicable Law with respect to Taxes that increases or decreases the cost incurred by the Service Provider in performing its obligations under this Contract, payments to the Service Provider shall not be adjusted. However, the provisions at Clause 1.8 shall be applicable in such a situation.

there is any change in the Applicable Law with respect to Taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix E.

**6. Payments to the Service Provider**

6.1 Lump-Sum The Service Provider’s remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors’ costs, and all other

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|     | Remuneration                    | costs incurred by the Service Provider in carrying out the Services described in Appendix A.   |
| 6.2 | Contract Price                  | (a) The price payable in local currency is <b>set forth in the SCC.</b><br><br>(b) The price payable in foreign currency is set <b>forth in the SCC.</b>   |
| 6.3 | Payment for Additional Services | For the purpose of determining the remuneration due for Additional Services as may be agreed under GCC Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendix E.  |
| 6.4 | Terms and Conditions of Payment | Payments will be made to the account of the Service Provider and according to the payment schedule stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met and otherwise in accordance with Appendix D and the Service Provider has submitted an invoice to the Employer specifying the amount due. |
| 6.5 | Interest on Delayed Payments    | If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.  |

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### 6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/loc}$$

Where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

$A_c$ ,  $B_c$  and  $C_c$  are coefficients specified in the SCC, representing:  $A_c$  the nonadjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

$Lmc$  is the index prevailing at the first day of the month of the corresponding invoice date and  $Loc$  is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

$Imc$  is the index prevailing at the first day of the month of the corresponding invoice date and  $loc$  is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor  $Z_o/Z_n$  will be applied to the respective component factor of  $p_n$  for the formula of the relevant currency.  $Z_o$  is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and  $Z_n$  is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

### 6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in GCC Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in GCC Sub-Clause 6.7.2.

## **7. Quality Control**

7.1 Identifying Defects The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a defect and to uncover and test any service that the Employer considers may have a defect. Defects Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Performance Damages

- (a) The Employer shall give notice to the Service Provider of any defects before the end of the Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- (b) Every time notice of a defect is given, the Service Provider shall correct the notified defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a defect within the time specified in the Employer's notice, the Employer will assess the cost of having the defect corrected, the Service Provider will pay this amount, and Performance Damages calculated as described in GCC Sub-Clause 3.8.

## **8. Settlement of Disputes**

8.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement 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

SCC.

**9. MCC Conditionalities**

- 9.1 MCC Conditionalities For the avoidance of doubt, the Parties agree and understand that the Compact Conditionalities set forth in the Annex to GCC reflect certain requirements of the Government and the Employer under the terms of the Compact that are required to be transferred onto any consultant, sub-consultant or associate who partakes in procurement or subsequent contracts in which MCC funding is involved and that, as with other clauses hereunder, the provisions of the Annex to the GCC are binding obligations under this Contract.
- 9.2 Flow Through Provisions In any sub-award entered into by the Service Provider, as permitted by the terms of this Contract, the Service Provider shall ensure the inclusion of all the provisions contained in the Annex to the GCC in any agreement related to such sub-award.

**Article III. Special Provisions of Contract**

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(j)	The contract name is PROCUREMENT OF RECRUITMENT SERVICES FOR MCA-M STAFF
[1.1(h) ]	<b>MOF-MCA</b> is THE MINISTRY OF FINANCE AND MILLENNIUM CHALLENGE ACCOUNT-MALAWI
1.1(u)	The Member in Charge is _____
1.1(bb)	The Service Provider is _____
1.2	The Applicable Law is: MALAWI LAW
1.3	The language is ENGLISH
1.4	<p>The addresses are:</p> <p>MILLENNIUM CHALLENGE ACCOUNT-MALAWI  MILLENNIUM HOUSE  CONVENTION DRIVE  P.O. BOX 31513  LILONGWE  MALAWI</p> <p>Attention: SAM KAKHOBWE  Telex: +265 01 774 308/309  Facsimile: +265 01 774 302</p> <p>Service Provider: _____  Attention: _____  Telex: _____  Facsimile: _____</p>
1.5	The words “in the Government’s country” are amended to read “in <b>Malawi.</b> ”
1.6	<p>The Authorized Representatives are:</p> <p>For <b>MOF-MCA</b>:</p> <p>The MILLENNIUM CHALLENGE ACCOUNT-MALAWI</p> <p>Attention: SAM KAKHOBWE  Telex: +265 01 774 308/309  Facsimile: +265 01 774 302  Email: <a href="mailto:sam.kakhobwe@mca-m.gov.mw">sam.kakhobwe@mca-m.gov.mw</a></p> <p>For the Service Provider: _____</p>

**Section 4: Form of Contract / Article III – Special Conditions of Contract**

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.1	This Contract shall enter into force on the date of signing of the Contract by both parties.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is _____.
3.2.3	Activities prohibited after termination of this Contract are: _____ _____
3.4	The risks and coverage by insurance shall be: <b>N/A</b>  (i) Third Party motor vehicle _____ (ii) Third Party liability insurance _____  (iii) <b>MCA-Malawi's</b> liability _____ (iv) Insurance against loss of or damage to equipment or property _____  (v) Professional liability insurance, with a minimum coverage of _____
3.5(d)	The other actions are N/A_____.]
3.7	Restrictions on the use of documents prepared by the Service Provider are: The employer reserves the exclusive right to retain all work products produced under this contract
3.8.1	The liquidated damages rate is <b>N/A</b> per day  The maximum amount of liquidated damages for the whole contract is <b>N/A</b> percent of the final Contract Price.
3.8.3	The percentage <b>N/A</b> to be used for the calculation of Performance Damages is _____.
5.1	The assistance and exemptions provided to the Service Provider are: See GCC 1.8 _____
6.2(a)	The amount in local currency is _____.
6.2(b)	The amount in foreign currency is _____.
6.4	Payments shall be made according to the following schedule: <ul style="list-style-type: none"> <li>• Advance for Mobilization, Materials and Supplies: <b>N/A</b> percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.</li> <li>• Progress payments in accordance with the milestones established in the Activity Schedule as follows, subject to certification by the <b>MCA-Malawi</b>, that the Services have been rendered satisfactorily, pursuant to the performance</li> </ul>

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Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>indicators:</p> <ul style="list-style-type: none"> <li>➤ _____ Submission and approval of Final Recruitment Strategy – 10%</li> <li>_____</li> <li>➤ _____ Completion of Group 1 Recruitment – 30%</li> <li>➤ _____ Completion of Group 2 Recruitment – 30% and</li> <li>➤ _____ Completion of Group 3 Recruitment – 30%</li> </ul> <p>Should the certification not be provided, or refused in writing by the MCA-MOF within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> <li>• The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. The rate of amortization shall be <b>N/A</b>.</li> <li>• The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.</li> </ul>
6.5	<p>Payment shall be made within thirty (30) days of receipt of the invoice and the relevant documents specified in GCC Sub-Clause 6.4, and within thirty (30) days in the case of the final payment.</p> <p>The interest rate is N/A.</p>
6.6.1	<p>Price adjustment is N/A in accordance with GCC Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are: N/A</p> <p>(a) For local currency:</p> <p><math>A_L</math> is _____</p> <p><math>B_L</math> is _____</p> <p><math>C_L</math> is _____</p> <p><math>L_{mc}</math> and <math>L_{oc}</math> are the index for Labor from _____</p> <p><math>I_{mc}</math> and <math>I_{oc}</math> are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p><math>A_F</math> is _____</p> <p><math>B_F</math> is _____</p> <p><math>C_F</math> is _____</p> <p><math>L_{mc}</math> and <math>L_{oc}</math> are the index for Labor from _____</p> <p><math>I_{mc}</math> and <math>I_{oc}</math> are the index for _____ from _____</p>
7.1	<p>The principle and modalities of inspection of the Services by the <b>MCA-Malawi</b> are</p>

**Section 4: Form of Contract / Article III – Special Conditions of Contract**

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<b>Number of GCC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	as follows: N/A The Defects Liability Period is N/A.
<b>8.2</b>	The Adjudicator is N/A. The Adjudicator will be paid a rate of _____ per day of work. The following reimbursable expenses are recognized: _____
<b>8.2</b>	The arbitration procedures of N/A will be used
<b>8.2</b>	The designated Appointing Authority for a new Adjudicator is N/A



**Appendix A – Description of Services**

## **Appendix B - Reporting Requirements**

*[List format, frequency, and contents of reports and other reporting deliverables; persons to receive them; dates of submission; etc].*

*[If a language other than English is authorized, the MCA Entity may wish to include the following provision with respect to the language of reporting deliverables]:*

Any report or product which its delivery is a previous requisite to request a payment from the Employer must be delivered by the Service Provider in the *[insert “English language” or “English and Spanish languages” or “English and French languages” as appropriate]*. Other reports related to the execution of required services will be delivered in the *[insert “English language” or “English and Spanish languages” or “English and French languages” as appropriate]*.

Whenever two languages are used for any purpose, the English language shall govern.

### **Extension of Time**

If following submission of the deliverable on the due date, a review by the Employer determines additional work on such deliverable is required, a new deliverable date not exceeding *[insert amount of time]* shall be agreed upon in writing between the Parties and the Service Provider shall not be *[if liquidated damages section is included in Appendix C, insert the following: “liable for liquidated damages or”]* subject to termination for default until the expiration of the new agreed submission date.

If at any time during performance of this Contract, the Service Provider should encounter conditions impeding timely completion of the Services, the Service Provider shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Service Provider’s notice, the Employer shall evaluate the situation and may, at its sole discretion, extend the Service Provider’s time for performance, in which case the extension shall be ratified by the Parties by amendment to this Contract, and the Service Provider shall not be *[if liquidated damages section is included in Appendix C, insert the following: “liable for liquidated damages or”]* subject to termination for default until the expiration of the new agreed submission date.

**Section 4: Form of Contract / Article IV – Appendices / Appendix C – Key Personnel and Subcontractors**

**Appendix C – Key Personnel and Subcontractors**

*The names, titles, agreed job descriptions/task assignments/areas of responsibility, minimum qualifications, and estimated periods of engagement in the carrying out of the services of the Service Provider’s key personnel (including applicable subcontractors) are agreed in accordance with Clause 4 of the General Conditions of Contract as follows:*

*[Modify table as required to present pertinent information, based on nature of service procured.]*

Position	Name	Area of Expertise	Task Assigned
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

## **Appendix D – Payment Schedule / Breakdown of Contract Price**

*[Insert negotiated payment schedule. May be (as negotiated) specified portions of total negotiated fixed lump sum upon delivery and acceptance of specified deliverables/reports or equal monthly instalments of the total negotiated fixed lump sum fee for the assignment. Specify currency (US Dollars or local currency).]*

*[Depending on the nature of the service to be provided, the MCA Entity may wish to include the following provision with respect to liquidated damages:*

### **Liquidated Damages**

Except as provided under Section 2.5 (*force majeure*), if the Service Provider fails to perform the contracted Services and submit deliverables in accordance with the schedule set forth in Appendix B [and this Appendix C], the Employer may without prejudice to all of its other remedies under this Contract, deduct from the amount of the Contract Price due upon submission of the said late deliverable, as liquidated damages, a sum equivalent to *[insert number]* percent (xx %) of the portion of the Contract Price associated with the delayed unperformed Services for each week or part thereof of delay until actual performance, up to a maximum amount of liquidated damages equal to *[insert number]* percent (xx%) of the *[insert “Contract Price” or “portion of the Contract Prices associated with such delayed unperformed Services”]*. *depending on which term is acceptable to the Employer* Once the maximum is reached, the Employer may terminate the Contract pursuant to Section 2.7.

## **Appendix E – Breakdown of Contract Price in Foreign Currency**

*[Note: List here the elements of cost used to arrive at the breakdown of the fixed price—local currency portion for each key task of the contract]:*

1. Rates for equipment usage or rental or for Personnel (Key Personnel and other Personnel).
2. Expenses.

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

**Section 4: Form of Contract / Article IV – Appendices / Appendix F – Services and Facilities to be Provided by Employer**

**Appendix F – Services and Facilities to be Provided by the Employer**

*[List here the services, equipment, facilities, and counterpart personnel to be made available to the Service Provider by the MCA Entity.]*

## **Appendix G – Additional Provisions**

### **Annex to the General Conditions of Contract (“General Provisions Annex”)**

Capitalized terms that are used but not defined in this Annex shall have the meaning given to them in the contract or agreement to which this Annex 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 in [City] on [Date], as may be amended from time to time.

**[Insert name of the MCA Entity]**, as the legal entity established by the Government that is responsible for the oversight and management of the implementation of the Compact on behalf of the Government (the “**MCA Entity**” or the “**Employer**”), intends to apply a portion of the proceeds of the Compact to eligible payments under this Agreement, provided that (a) such payments will only be made at the request of and on behalf of the MCA Entity and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to **[insert name of Service Provider]** (for the purposes of this Annex, the “**Contract Party**”) under the Compact or this Agreement, (c) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (d) no party other than the Government and the MCA Entity shall derive any rights from the Compact or have any claim to MCC Funding.

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

1. MCC Status. MCC is a U.S. Government corporation acting on behalf of the U.S. Government in the implementation of the Compact. As such, MCC has no liability under this Agreement, and is immune from any action or proceeding arising under or relating to this Agreement. In matters arising under or relating to this Agreement, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.

#### 2. MCC Reserved Rights.

(a) Certain rights are expressly reserved to MCC under this Agreement, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Agreement, as well as any amendments or modifications hereto, and the right to suspend or terminate this Agreement.

(b) MCC, in reserving such rights under this Agreement, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of U.S. 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 Agreement.

(c) MCC may, from time to time, exercise its rights, or discuss matters related to this Agreement with the parties to this Agreement, the Government or the MCA Entity, 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, the MCA Entity, MCC or any other person

#### **Section 4: Form of Contract / Article IV – Appendices / Appendix G – Additional Provisions**

or entity from asserting any right against the Contract Party, or relieve the Contract Party of any liability which the Contract Party might otherwise have to the Government, the MCA Entity, MCC, or any other person or entity. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, affiliate, contractor, agent or representative.

3. Third-Party Beneficiary. MCC shall be deemed to be a third party beneficiary under this Agreement.

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

The use and treatment of MCC Funding in connection with this Agreement does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable law or U.S. Government policy. A summary of the applicable 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).

#### **C. Procurement.**

The Contract Party shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Agreement shall be consistent with the general principles set forth in the Compact and in the MCC Program Procurement Guidelines from time to time in effect as posted on the MCC website at [www.mcc.gov](http://www.mcc.gov). The Contract Party shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or the MCA Entity. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [www.mcc/bm.doc/mcc-guidelines-programprocurement.pdf](http://www.mcc/bm.doc/mcc-guidelines-programprocurement.pdf).

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

1. Reports and Information. The Contract Party shall maintain such books and records and provide such reports, documents, data or other information to the MCA Entity in the manner and to the extent required by the Compact or related documents and as may be reasonably requested by the MCA Entity from time to time in order to comply with its reporting requirements arising under the Compact or related documents. MCC may freely use any information it receives in any report or document provided to it in any way that MCC sees fit. The provisions of the Compact and related documents that are applicable to the Government in this regard shall apply, mutatis mutandis, to the Contract Party as if the Contract Party were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [www.mcc/bm.doc/guidelines\\_for\\_financial\\_audits.pdf](http://www.mcc/bm.doc/guidelines_for_financial_audits.pdf).

2. Access; Audits and Reviews. Upon MCC's request, the Contract Party shall permit such access, audits, reviews and evaluations as provided in the Compact or related documents. The provisions of the Compact or related documents that are applicable to the Government with respect to access and audits shall apply, mutatis mutandis, to the Contract Party as if the Contract Party were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [www.mcc/bm.doc/guidelines\\_for\\_financial\\_audits.pdf](http://www.mcc/bm.doc/guidelines_for_financial_audits.pdf).

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3. Application to Providers. The Contract Party shall ensure the inclusion of the applicable audit, access and reporting requirements in its contracts or agreements with other providers in connection with this Agreement. A summary of the applicable requirements may be found on the MCC website at [www.mcc/bm.doc/guidelines\\_for\\_financial\\_audits.pdf](http://www.mcc/bm.doc/guidelines_for_financial_audits.pdf).

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

1. The Contract Party shall ensure that no payments have been or will be made by the Contract Party to any official of the Government, the MCA Entity, or any third party (including any other government official) in connection with this Agreement in violation of the U.S. 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 U.S. person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws. The Contract Party affirms that no payments have been or will be received by any official, employee, agent or representative of the Contract Party in connection with this Agreement 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 U.S. person or entity subject to the FCPA, or similar statute applicable to this Agreement, including any local laws.

2. The Contract Party shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that the Contract 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), (ii) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, (iii) on the list maintained on [www.epls.gov](http://www.epls.gov), or (iv) on such other list as the MCA Entity may request from time to time. For purposes of this provision, “material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

3. The Contract Party shall ensure that its activities under this Agreement 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 U.S. Department of the Treasury or any successor governmental authority, including, 18 U.S.C. §1956, 18 U.S.C. §1957, 18 U.S.C. §2339A, 18 U.S.C. §2339B, 18 U.S.C. §2339C, 18 U.S.C. §981, 18 U.S.C. §982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under this Agreement comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, the MCA Entity, the

**Section 4: Form of Contract / Article IV – Appendices / Appendix G – Additional Provisions**

Fiscal Agent, or the Bank, as may be applicable. The Contract Party shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in the MCC Program Procurement Guidance paper entitled “Excluded Parties Verification Procedures in MCA Entity Program Procurements” that can be found on MCC’s website at [www.mcc.gov](http://www.mcc.gov). The Contract Party shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the MCA Entity or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the MCA Entity with a copy to MCC.

4. Other restrictions on the Contract Party shall apply as set forth in the Compact or related documents with respect to any activities in violation of other applicable U.S. laws, regulations, executive orders or policies, any misconduct injurious to MCC or the MCA Entity, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any related document or that materially and adversely affects the Program assets or any Permitted Account.

**F. Publicity Information and Marking**

1. The Contract Party shall cooperate with the MCA Entity and the Government to provide the appropriate publicity to the goods, works and services provided under this Agreement, including identifying Program activity sites and marking Program assets as goods, works and services funded by the U.S. Government, acting through MCC, all in accordance with the MCC Standards for Corporate Marking and Branding, available on the MCC website at <http://www.mcc.gov/documents/mcc-marking-corporate-v2.pdf>; provided, however, that any press release or announcement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC shall be subject to MCC’s prior written approval and must be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters.

2. Upon the termination or expiration of the Compact, the Contract Party shall, upon MCC’s request, cause the removal of any such markings and any references to MCC in any publicity materials.

**G. Insurance.**

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

**Section 4: Form of Contract / Article IV – Appendices / Appendix G – Additional Provisions**

**H. Conflict of Interest.**

The Contract Party shall ensure that no officer, director, employee, affiliate, contractor, subcontractor, agent, advisor or representative of the Contract Party participates in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Agreement, 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 Agreement and MCC the conflict of interest and, following such disclosure, the parties to this Agreement agree in writing to proceed notwithstanding such conflict. The Contract Party shall ensure that none of its officers, directors, employees, affiliates, contractors, subcontractors, agents, advisors or representatives involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Agreement shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of de minimis value and otherwise consistent with such guidance as MCC may provide from time to time. The Contract Party shall ensure that none of its officers, directors, employees, affiliates, contractors, subcontractors, agents, advisors or representatives engage in any activity which is, or gives the appearance of being, a conflict of interest in connection with this Agreement. Without limiting the foregoing, the Contract Party shall comply, and ensure compliance, with the applicable conflicts of interest and ethics policies of the MCA Entity as provided by the MCA Entity to the Contract Party.

**I. Inconsistencies.**

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

**J. Other Provisions**

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

**K. Flow-Through Provisions.**

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

SECTION 5  
Performance Specifications and  
Drawings

## **Section 5 Description of Services**

### **TERMS OF REFERENCE MALAWI RECRUITMENT SERVICES**

#### **I. Introduction**

The Millennium Challenge Corporation is a U.S. Government Corporation (MCC) is a U.S. Government corporation formed to help poor nations reduce poverty through economic growth. The MCC compacts or grant agreements, ranging from \$66 million to \$698 million, must be implemented by the recipient country within five years. Funding is awarded to countries that meet the selection criteria and propose a program that is economically sound and addresses a country's key constraints to growth.

#### **II. Background**

During compact development, a core team of temporary personnel (the "core team") manages the process. In Malawi, the core team is known as MCA Malawi Core Team. Prior to compact signing, the government of the eligible country establishes an Accountable Entity, also known as the Millennium Challenge Account (MCA). In Malawi, this entity will be known as the MCA-Malawi. MCA-Malawi will be staffed with competitively hired, permanent personnel, who will perform their duties throughout the life of the Compact. Malawi has an immediate need for assistance in recruiting the permanent key and support personnel of MCA-Malawi. MCA, using pre-Compact funds granted by MCC, is the contracting party and will assist, support, and participate in many of the activities contemplated under this requirement, as outlined in greater detail under the performance requirements.

#### **III. Consultant Requirements**

The Consultant shall perform all the actions required to ensure that MCA-Malawi recruit and hire qualified personnel in an open, fair and transparent manner that meets MCC requirements. The ultimate objective of this effort is the recruitment of qualified, properly compensated personnel in MCA-Malawi. In order to achieve this objective, MCA needs assistance in the recruiting process including but not limited to the following activities: 1) developing a comprehensive recruitment plan for obtaining highly qualified applicants; 2) placing effective advertisements in appropriate venues to ensure that qualified candidates are notified of the openings; 3) developing evaluation criteria and an evaluation plan resulting in a shortlist of candidates for each position.

#### **IV. Required Services**

The Consultant shall provide all personnel, equipment, tools, materials, supervision, and non-personal services necessary to provide recruitment services in Malawi, as defined in this Terms of Reference (TOR).

The Consultant shall be responsible for ensuring that the recruitment process is fair and transparent and meets MCC's recruitment requirements.

## **Section 5: Performance Specifications and Drawings**

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The recruited positions have been divided into three groups. (See Attachment 1 for position descriptions and groupings of all positions.) The recruitment of each group will be conducted in two phases according to the steps listed below under Phase 1 and Phase 2. Each group must be recruited separately, but the recruitment processes may overlap as appropriate. The recruitment of the positions within each group, however, may be handled simultaneously.

**Group 1** – The process will begin with the recruitment of the Chief Executive Officer (CEO) and the Deputy CEO (DCEO). The two positions can be recruited simultaneously. The timeframe for the recruitment of Group 1 is not later than nine (9) weeks from the effective date of the contract.

**Group 2** – Group 2 candidates consist of the remaining seven senior management positions. The timeframe for the recruitment of Group 2 is not later than four (4) weeks from the selection of the Group 1 positions.

**Group 3**- Group 3 candidates consist of staff positions that provide support to senior management and administrative support. The timeframe for recruitment of Group 3 is not later than four (4) weeks from the selection of the Group 2 positions.

In order to meet the timeline for each group, the Consultant shall use its best judgment in finding ways to streamline the recruitment process, taking advantage of work products from one group that can be used in a subsequent group and overlapping the recruitment of the three groups as appropriate. The expected timeframe for the recruitment of all personnel is four (4) months with the key positions (CEO, DCEO and other management positions) recruited first. The Consultant must develop a plan for ensuring that the recruitment efforts result in the hiring of qualified, competent personnel based on the position descriptions and salary ranges provided by MCA and is performed in accordance with MCC requirements.

Deliverable: Final Recruitment Strategy

The work for hiring each group will be organized in the following two phases:

### Phase 1 – Initial Advertising and Recruitment Activities

In this phase the Consultant will take the appropriate actions to ensure that information regarding the MCA-Malawi is targeted to reach an appropriately broad population of potentially qualified candidates. The Consultant will use its knowledge of the specific job market; the publications, websites, and media venues that job seekers consult; and the appropriate advertising methods and practices to solicit applications from highly qualified candidates. The Consultant will perform all the required tasks related to advertising and recruitment, but will solicit input from the core team at MCA regarding advertising venues, position descriptions and other information that will help ensure a high quality result. Tasks for this phase include but are not limited to the following:

- A recruitment plan outlining in detail the steps, order and timeframe for the recruitment of all required personnel;
- A set of advertising manuals and an advertising plan;

## **Section 5: Performance Specifications and Drawings**

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- A recruitment announcement for each position including a description of the work to be performed by the incumbent, the salary range offered, the qualifications required to be considered for the position, the evaluation and selection procedure that will be used, and the steps that must be followed to submit an application;
- Placement of recruiting announcements in appropriate venues with a deadline for submission of responses;
- A tracking system to ensure that all applications are processed consistently throughout the recruitment period; that personal information is safeguarded; and that recruitment is handled in a professional, open and transparent manner;
- Pool of applications for each position to be submitted for Phase 2 evaluation.

Deliverables: The deliverables for Phase I for each recruiting group include the work products for each task listed above, which shall be provided in the progress report.

### Phase 2: Evaluation and Selection of Personnel

In this phase, the Consultant will develop an effective methodology for efficiently evaluating applications. The Consultant will ensure that candidates for the same position are evaluated using the same standards so that accurate comparisons of candidates can be made and that rankings correctly reflect the strengths and weaknesses of each candidate. The evaluation process will result in a creation of a shortlist of the best qualified candidates for referral to the selection official or officials for further assessment. As in Phase 1, the Consultant will make use of the expertise of the core team in the MCA in developing interview questions and techniques, designing evaluation criteria, and determining the composition of interview panels. The tasks in this phase include but are not limited to the following:

- The development of a methodology for determining if the applications are initially responsive and merit further review;
- The development of an instrument that systematically evaluates the relevance of each candidate's educational and professional background, and the particular strengths and weaknesses of each applicant in light of the needs of the position;
- An appraisal report of each candidate who responded to the recruitment, including his/her technical and professional profile and the rationale for the decision to include/not include the candidate in the list of candidates to be interviewed;
- Selection of the interview panel with input from MCA;
- A set of interview questions and a template for evaluating the results of each candidate's interview;
- An interview schedule for the candidates selected to be interviewed that ensures the inclusion of appropriate members from the core team;
- Training program in interview techniques for all members of the interview panel;
- Performance of interviews for the selected candidates;

## **Section 5: Performance Specifications and Drawings**

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- A list of best candidates along with their resumes (at least 5 candidates) for referral to the selection official or officials<sup>2</sup> for further evaluation, interviewing and selection;
- A strategy for notifying candidates who were not selected; and
- A final report for each recruited position that details the process, the number of applicants, and the rationale for the selection of the final candidate.

Deliverables: The deliverables for Phase 2 of each recruitment group consist of the work products resulting from the performance of each task above, which shall be provided in the progress report.

### **V. Key Personnel**

To achieve this mission, the mission Consultant shall have a project manager with training in human resource management and five (5) or more years experience in human resource management and international recruitment in a private or public entity. The project manager must have demonstrated previous experience in private or public entity. The project manager must have demonstrated broad-based previous experience in conducting personnel recruitments. The Consultant shall determine the number and qualifications of support staff below the project manager.

### **VI. Travel**

The Consultant will be responsible for all logistical needs in country. MCA will not be responsible for travel and lodging arrangements.

### **VII. Period of Performance**

Performance of all requirements under the contract shall be completed within 12 months of the date of contract award.

### **VIII. Place of Performance**

The Consultant shall perform all services in Malawi. The Consultant must have a physical presence (an established office or facility) in Malawi.

### **IX. Form of Contract**

MCA contemplates award of a firm-fixed price contract.

## **Attachment 1**

### **JOB CLASSIFICATIONS AND QUALIFICATIONS FOR MALAWI**

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<sup>2</sup> The selection officials for the CEO and the DCEO will be the Board of Directors; the selection official for the remaining personnel will be the CEO.

## **Section 5: Performance Specifications and Drawings**

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### **Proposed MCA-Malawi Staff Positions:**

1. CEO
2. COO
  - a. Office Manager
  - b. Operations Officer for Quality Control, Quality Assurance
  - c. Project Controls and Logistics Officer
  - d. Private Sector Partnership Officer
  - e. Internal Auditor
    - i. Internal Auditor's Assistant
3. Directorates (directors report to the COO)
  - a. Procurement Director
    - i. Contracts Officer
  - b. Finance & Administration Director
    - i. Finance Officer/Accountant
    - ii. Human Resources Officer
    - iii. Information Technology Officer
    - iv. Information and Data Management Officer
  - c. M&E and Economics Director
    - i. Economist
    - ii. M&E Officer for ESCOM Technical Performance
    - iii. M&E Officer for Environment and Natural Resources Management
    - iv. M&E Officer for Policy, Finance and Management
  - d. ESA Director
    - i. Deputy Director for Social and Gender Assessment
    - ii. Resettlement Officer
    - iii. Environmental Officer
  - e. Legal Director
    - i. Legal Officer
  - f. Energy Project Director
    - i. Energy Project Officer
    - ii. Energy Sector TA, Governance & Capacity Building Program Officer
    - iii. Engineering Assistant
  - g. Communications and Outreach Director
    - i. Web Assistant

## **Section 5: Performance Specifications and Drawings**

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### **JOB CLASSIFICATIONS AND QUALIFICATIONS FOR MALAWI**

#### **GROUP 1 – CHIEF EXECUTIVE OFFICER (CEO) AND CHIEF OPERATIONS OFFICER (COO)**

##### **Chief Executive Officer (CEO)**

*(A leader who can inspire and motivate staff, can delegate work without losing sight of the detail, understands local politics, has the gravitas to deal with politicians and business leaders, and can clearly communicate MCA Malawi's mandate and results.)*

- Serve as the official point of contact on behalf of the Government of Malawi in its relations with MCC.
- Represent the Compact program to the Malawian public and serve as the lead representative of MCA-Malawi to the donor community, civil society, the private sector, and other constituencies.
- Report to the Board of Directors on a regular basis to apprise it of progress, issues, and risks related to the implementation of the Compact program.
- Execute overall guidance and instructions from the Board of Directors to implement the Compact in a timely and effective manner.
- Provide high-level executive leadership and management for the MCA-Malawi office.
- Provide guidance and advice, and when needed, manage and coordinate for the development of the implementation plans of MCA-Malawi; including final approval of the budgets, work plans, procurement plans, and monitoring and evaluation (M&E) plans related to the Compact program; and recommend these to the Board of Directors and to MCC for their approval.
- Provide guidance in the implementation of Energy sector infrastructure projects, technical assistance projects, and other types of Compact activities and ensure continuous improvement of operational efficiency in Compact implementation.
- Work closely with the senior leadership of relevant government units to ensure dissemination of critical information, commitment of resources, and the timely progress related to policy and regulatory reforms related to the Compact program.
- Direct, motivate, and coordinate the various divisions of MCA-Malawi towards achieving their objectives and targets.
- Oversee the selection process of the MCA-Malawi staff, especially, at the management level.

##### **Qualifications and Experience**

- An advanced degree in engineering, business administration, finance, public administration, law, or other technical field.
- At least fifteen (15) years experience in senior management position in a reputable organization preferably both inside and outside government.
- Demonstrated private sector experience.
- Demonstrated experience and proven management skills in managing a large program (budget of at least US\$ 50 million) and permanent staff of at least thirty (30) personnel.

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- Familiarity with the energy sector and the operations of an electric utility is not a requirement but would be a plus.
- Familiarity with Malawian government public financial management and donor project management or similar systems is a plus.
- Excellent and demonstrable leadership ability and interpersonal skills.
- Capability of building and maintaining productive relationships with a range of actors, including Government officials, civil society, NGOs, private sector, and international donors.
- Familiarity with MCC policies and procedures is a plus.
- Outstanding organizational skills and the ability to work in large, multi-cultural teams.
- Full computer skills in email, word processing, spreadsheets, the Internet, and familiarity with Management Information Systems and project management systems.
- Excellent written and verbal communication skills in English.

### **Chief Operations Officer (COO)**

*(A hands-on manager, who can quickly grasp the complex operating environment of MCA-Malawi, is experienced in managing a large team of technical, administrative, finance, and support staff in a fast-paced, highly demanding environment.)*

- Responsible for day-to-day management and operation of MCA-Malawi.
- Provide operational and policy advice and support to the CEO.
- Provide leadership in the development and implementation of appropriate operational policies to support the objectives of the Compact program, in adherence to local law and MCC requirements.
- Coordinate, manage, and oversee the preparation of periodic administrative, compliance, and implementation reports to be submitted the Board of Directors and to MCC.
- Formulate implementation plans; including the preparation of budgets, work plans, procurement plans, and monitoring and evaluation (M&E) plans, for the CEO to submit to the Board of Directors and to MCC.
- Provide leadership, coordination, and day-to-day management for project implementation, administrative, and accountability functions of MCA-Malawi; including environmental and social protection, financial management, procurement, legal affairs, monitoring and evaluation (M&E), public outreach, and human resources.
- Ensure that the operations of MCA-Malawi are in full compliance with local regulations and with MCC requirements and standards.
- Ensure continuous improvement of operational efficiency in Compact implementation. Use M&E information provided by the M&E Directorate to provide recommendations, mid-course corrections, and lessons learned to the MCA and MCC.
- Supervise various division directors to ensure effective program management, exchange of relevant information, identification and management of risks, and

## **Section 5: Performance Specifications and Drawings**

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compliance with MCC requirements and standards. Act as officer-in-charge in the absence of the CEO.

- Manage the work of MCA-Malawi employees and make recommendations to the CEO on staff retention and related issues.
- Provide a first line of communication with the relevant government and other agencies to ensure dissemination of critical information, commitments of resources, and the timely completion of tasks related to implementation of the Compact program.

### **Qualifications and Experience**

- An advanced degree in business administration, law, economics, financial management, engineering, or other such professional field.
- At least fifteen (15) years of relevant operational experience in a senior management position in a reputable private organization and/or government agency handling fast-paced, complex and multi-disciplinary business processes, including engineering or technical activities.
- Demonstrated experience and proven management skills in managing a department or unit with at least fifteen (15) personnel.
- Familiarity with Malawian government financial management and/or donor project management systems is a plus.
- Capability of building and maintaining productive relationships with a range of actors, including national and local Government officials, civil society organizations, and international donors.
- Experience implementing programs and projects involving development-partner assistance and knowledge of international competitive bidding rules.
- Project Management Professional certification (PgMP/PMP) is a plus.
- Experience with results focused project management is a plus.
- Familiarity with MCC policies and procedures is a plus.
- Computer skills in word processing, spreadsheets, the Internet, and familiarity with project management and Management Information Systems.
- Excellent written and verbal communication skills in English.

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### **JOB CLASSIFICATIONS AND QUALIFICATIONS FOR MALAWI**

#### **GROUP 2 – SENIOR MANAGEMENT POSITIONS**

##### **Procurement Director**

- Ensures that all procurement transactions are implemented in accordance with the MCC Program Procurement Guidelines.
- Consolidates and keeps records of all procurement activity; reports on the progress of this activity.
- Manages the flow of procurement activity to implement the Compact by MCA-Malawi.
- Serves as the primary liaison between the Procurement Agent(s), MCC, and outside entities from a variety of specialized sectors on all procurement activities and facilitates the smooth interplay between and among all elements of the procurement process.
- Synchronizes the substance and process elements of procurement activities.
- Coordinates the functions of the MCA-Malawi and the Procurement Agent(s) in implementing the Compact program, including identifying initial procurement needs and organizing procurement operations.
- Reviews the solicitation documents, Procurement Plans, and all other required documents prepared by the Procurement Agent(s) and recommend any necessary changes or improvements to ensure they comply with the MCC Program Procurement Principles and the MCC Program Procurement Guidelines and they meet the procurement needs of MCA-Malawi.
- Reviews MCA-Malawi's procurement operations manual prepared by the Procurement Agent(s) and recommends any necessary changes or improvements to ensure it responds to the operational reality of MCA-Malawi.
- Ensures that the Procurement Agent(s) act consistently with the approved procurement operations manual.
- Monitors compliance by the Procurement Agent(s) with all the rules and procedures of the MCC Program Procurement Guidelines.
- Supports management and the CEO of MCA-Malawi in maintaining the integrity and confidentiality of the procurement process.
- Facilitates the preparation and submission to the Procurement Agent(s) of necessary procurement documents by the technical staff of MCA-Malawi.
- Reviews reports submitted by the Procurement Agent(s).
- Manages the members of the MCA-Malawi procurement team.
- Approves procurement decisions in accordance with Attachment 1 to the MCC Program Procurement Guidelines.

##### **Qualifications and Experience**

- University degree in business administration, public administration, finance, law, international development or related field.

## **Section 5: Performance Specifications and Drawings**

- Approximately seven (7) to eight (8) years experience developing and managing procurements in systems applying international standards.
- Ability to coordinate with numerous distinct entities in overseeing and reporting on procurement activities.
- Familiarity and/or experience with international donor institutions' procurement guidelines and procedures, particularly those of the World Bank and/or US Government.
- Familiarity with FIDIC form of contracting (particularly Yellow Book) is a plus.
- Strong computer skills with Microsoft Office applications (Word, Excel, PowerPoint).
- Demonstrated ability to work collaboratively with domestic and international stakeholders and counterparts.
- Superior organizational and time-management skills.
- Must demonstrate from previous work experience the ability to collaborate effectively with peers as well as work across departments or divisions.
- Must demonstrate history of delivering high quality projects on time and within budget.
- Excellent written and verbal communication skills in English.

### **Finance & Administration Director**

- Ensure adherence to all financial management provisions of the Compact and related documents.
- Serve as the primary liaison with the Fiscal Agent. The Fiscal Agent provides fiscal management services and funds control to ensure the proper and transparent use of MCC funding.
- Manage the preparation of MCA-Malawi's annual Program budget for the entire Compact period, as well as detailed budgets on a quarterly basis in coordination with the Project Management unit, Fiscal Agent, and any Implementing Entities.
- Develop quarterly disbursement requests for funding from MCC, in coordination with the Fiscal Agent.
- Develop, in coordination with the Fiscal Agent, a financial management operations manual, known as the Fiscal Accountability Plan (FAP), which outlines all procedures necessary for financial management operations, sound internal control, and designates the officials that have the authority to approve obligations, verify receipt of goods and services, and execute payments.
- Monitor and ensure compliance with all aspects of the FAP.
- Ensure that the Fiscal Agent's financial management system accommodates the requirements of the Compact.
- In coordination with the Project Directors, estimate the future cash flow requirements for each Project for each period, and ensure that all accompanying reports are delivered according to the required schedule.

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- Monitor expenses against budgets to ensure adequate resources and control of funds. Provide quarterly contract disbursements and other necessary information to the M&E Directorate in order to track process milestones for the Compact.
- Assist in the development of the operating budget for the MCA-Malawi.
- Prepare a plan to meet the semi-annual audit requirements of the Office of Inspector General (OIG) of the United States Agency for International Development (USAID).
- Cooperate fully with the auditors to ensure that the auditing requirements of the program are satisfied as required by the Compact.
- Ensure that MCC funds are exempt from all taxes as detailed in the Compact Agreement, Program Implementation Plan, and/or any other agreement associated with the Compact.
- Represent the Program on all financial aspects to the Malawi public, government, donor community, civil society, private sector, and others.
- Develop and manage all program accounting reports, including special reports required by the MCA-Malawi or the Board of Directors.
- Serve as liaison with the project directors, Fiscal Agent, and any Implementing Agencies on financial matters and issues.
- Provide leadership and guidance to staff on assigned tasks of the division.
- Manage and review the work of division staff and ensure quality of outputs, and provide day-to-day supervision.
- Supervise the processing and analysis of project-related expenses and ensure that they are in accordance with approved budget, MCC policies, and government procedures.
- Supervise the administration and accounting for contract payments that the Fiscal Agent will process through MCC's paying agent.
- Manage the human resource functions (personnel and payroll) of the MCA to ensure that qualified employees are hired and retained, pay and benefit programs are properly implemented, and a performance evaluation system is in place.
- Ensure the IT needs of the MCA are properly budgeted, IT problems are quickly resolved, and IT staff have the necessary skills and continuing training opportunities to ensure that the MCC has a high level of IT functionality.

### **Qualifications and Experience**

- Master's Degree or equivalent in Accounting (preferred) or Finance; preferably a Certified Public Accountant (CPA) or the equivalent.
- At least twelve (12) years of professional experience, including seven (7) in a senior financial management position of a project or company having an annual budget of more than \$5 million USD or as an auditor in a public accounting firm.
- Proven management skills and experience in activities related to financial management.
- An understanding of the operations of a human resource function.
- Ability to provide adequate supervision to the IT staff to ensure that the MCA's IT systems run efficiently, meet the needs of MCA staff and MCC, and are kept in good repair.
- Ability to develop complex budgets and manage all related financial transactions.

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- Experience in developing and managing financial management systems and processes.
- Ability to liaise with other MCA-Malawi divisions to ensure smooth implementation of MCA-Malawi activities.
- Ability to lead a team of qualified accounting or financial management specialists.
- Must demonstrate from previous work experience the ability to collaborate effectively with peers as well as work across departments or divisions.
- Must demonstrate history of delivering high quality projects on time and within budget.
- Excellent written and verbal communication skills in English.

### **Monitoring and Evaluations (M&E) and Economics Director**

- Responsible for the overall M&E strategy and implementation, to periodically measure, report and communicate the performance, results and impacts of the Compact, which will inform implementation decisions and help the Compact achieve its objectives.
- Report to the MCA COO – Administration with guidance from MCC M&E counterparts and the Resident Country Director.
- Approve all relevant reports developed by staff members under his or her supervision, including, but not limited to, monitoring and evaluation reports, budgets, success stories/progress reports, implementation reports from project managers and implementing entities, procurement reports, and others as defined in the implementation procedures.
- Supervise a team of specialists that conduct M&E and Economics activities.
- Monitor all M&E budgets (estimated contract values, cash disbursements, and timelines) and Contracts.
- Collaborate with Divisions within the Ministry of Planning and Development, National Statistical Office, and the Ministry of Finance on measurement of the Compact's macroeconomic impact, including sectoral growth and poverty analysis and the inclusion of the program in the government budget according to the approved procedures.
- Lead and initiate analysis of the overall program execution, covering both financial and physical implementation. Review and analyze M&E data regularly with decision makers to ensure that the Program is accomplishing its outcomes and objectives, and recommend corrective actions if changes are warranted.
- Prepare a draft of the M&E Plan for the Compact and manage the implementation of such plan.
- Responsible for developing M&E Manual (including Activity Monitoring) and ensuring compliance and implementation of the manual with MCA-Malawi and Implementing Entities.
- Coordinate and help set up an integrated GIS and Management Information System (MIS) for the Compact, including all related activities such as data collection, data analysis, and reporting.

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- Oversee and manage data collection for M&E, including design of surveys of implementing entities, administrative data collection, and ensure that any feasibility or similar studies take M&E data needs into consideration.
- Ensure that the M&E Plan and Economic Rate of Return (ERR) analysis are modified and updated as improved information becomes available (updating indicators, baselines, and targets upon the receipt of new or higher quality data). Work with Economist to monitor key assumptions and risks to maintaining positive economic rates of return.
- Participate in the monitoring of the Program components through site visits, review of Program reports, and review of secondary data.
- Ensure close collaboration and communication between M&E Officer, Implementing Entities, and sector directorates.
- Ensure consultation with key stakeholders of any M&E plan modifications and reviews of monitoring and evaluation data and analysis.
- Coordinate the execution and dissemination of special studies and *ad hoc* evaluation, as needed, to assess impact of Compact activities.
- Elaborate the plan for program interim and final evaluations and oversee the entire evaluation process. Work with MCC and stakeholders to implement planned impact evaluations and special studies, and potentially develop additional qualitative and quantitative impact evaluations.
- Work closely with the Finance & Administration Director on financial disbursement requests.
- Organize and oversee regular reviews of data quality.
- Identify and coordinate with other donors and agencies involved in statistical capacity building and data collection, including sector working groups on statistics, MDGS monitoring.
- Liaise with implementing entities and work with them to build their M&E capacity. Take leadership on M&E and Economics Capacity Building Training planning execution for stakeholders in the sector. Support GOM and sector entities in the implementation of CAPSCAN action plans and recommendations for strengthening of sector M&E and statistics.
- Provide M&E guidance to counterparts (e.g. MCA project directors, M&E focal points, ESCOM, MERA, Ministry of Planning, project contractors and implementing entities) throughout the Compact implementation process.
- Collaborate with the procurement team to prepare and conduct procurement of M&E contracts.
- Ensure that the implementing entities comply with M&E reporting requirements and work with MCA legal teams to develop MOUs for project M&E implementation.
- Manage consultants and/or contractors and work with implementing entities to ensure that M&E deliverables are of high quality and submitted in a timely manner.
- Coordinate the preparation of periodic and quarterly reports for MCA-Malawi Board of Directors, and MCC (including the Quarterly and Annual Performance Reports).
- Provide M&E-related comments on all other MCA technical documents (e.g. work plans, Terms of Reference, and Implementing Entity Agreements).

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- Respond to MCC requests for information on data sources, data measurement methods, frequency of data collection, and disaggregation.
- Work with the Communications and Outreach Director to disseminate timely and relevant information from the M&E system to the Government of the Republic of Malawi, civil society, the private sector, and the donor community. Ensure the periodic reports are made publicly available on the MCA-Malawi and MCC's web page.

### **Qualifications and Experience**

- A university degree (Masters or higher) in Economics, Policy, or a related field; including coursework in advanced Economics and Statistics.
- A minimum of twelve (12) years of related experience, which included seven (7) years managing teams that conducted quantitative and qualitative analysis of programs. This experience could be gained working for government authorities, donors, universities, civil society organizations, or private firms.
- Demonstrated skill and experience in effectively leading, managing, and motivating teams of professionals.
- Demonstrated ability to work in teams, with multiple stakeholders under competing time pressures.
- Experience with rigorous impact evaluations is a plus.
- Capacity and organizational skills to manage a variety of tasks and demands with minimal supervision to meet deadlines in a responsible and flexible manner.
- Willingness to undertake regular field visits and interact with stakeholders.
- Demonstrated ability to provide independent analysis and interpretation of performance data using advanced methods in economics, policy analysis, and/or statistics.
- A deep understanding of economic development and the Republic of Malawi.
- Experienced user of statistical software (such as STATA or SPSS), Word, Excel, and PowerPoint.
- Highly desirable: experience monitoring Energy projects, experience with surveys, M&E system design and management, and cost-benefit analysis.
- Experience managing complex procurements and contracts, requiring strong coordination with various parties.
- Experience with Results Focused Project Management, Advocacy and participatory M&E Methods is a plus.
- Knowledge of the Malawian public finance management and planning system is an advantage.
- Proven experience in the development and implementation of monitoring systems.
- Proven ability to work in a national context and with international agencies.

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- Must demonstrate from previous work experience the ability to collaborate effectively with peers as well as work across departments or divisions.
- Must demonstrate history of delivering high quality projects on time and within budget.
- Excellent written and verbal communication skills in English.

### **Environmental and Social Assessment (ESA) Director**

- Ensure that all bidding documents for the Compact incorporate relevant environmental and social mitigation measures, including measures pertaining to environmental management, land acquisition and resettlement, protection of cultural resources, public health and safety, HIV/AIDS, and other issues where relevant.
- Together with other respective MCA-Malawi Directors, ensure compliance of the Program activities with relevant Malawian environmental laws and regulations.
- Review comments and complaints from project-affected parties on environmental and social impact issues and recommend actions to resolve problems.
- Serve as main interlocutor between the project-affected parties and MCA-Malawi regarding environmental and social impact issues.
- Serve as the main interlocutor between MCA-Malawi and the MCC Director of Environment and Social Assessment, including preparation of reports and provision of information, both as required and upon request, as appropriate.
- Serve as the main interlocutor between MCA-Malawi and the Ministry of Environment to ensure the Compact is implemented in full compliance with relevant Malawi environmental laws and procedures.
- Coordinate closely with the MCA-Malawi Deputy Director for Social and Gender Assessment to ensure that gender analyses are fully integrated into social mitigation activities and gender issues are mainstreamed into all activities and contracts in accordance with MCC Gender Policy.
- Work with the MCA-Malawi Deputy Director for Social and Gender Assessment to organize and manage periodic public consultation sessions.
- Prepare regular progress reports for the MCA-Malawi Chief Executive Officer.
- Collaborate with relevant government departments and local civil society.
- Review reports on the implementation of the Compact to ensure that all works are carried out in full compliance with the applicable environmental and social management plans.

### **Qualifications and Experience**

- Advanced degree in natural or social science, environmental planning, environmental engineering, or similar discipline.
- At least twelve (12) years professional experience in a related field, including at least five (5) years demonstrated experience preparing, overseeing, and/or reviewing environmental and social impact assessments for Energy and waste Energy projects, and/or projects of similar nature.
- Experience working on projects funded by international organizations.

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- Knowledge of Malawi environmental laws and regulations, particularly those relevant to Energy use and treatment, public health and safety, environmental and social assessments, public consultation, land acquisition and resettlement, and gender issues.
- Familiarity with international environmental guidelines and policies, including World Bank Operational Policy 4.12 on involuntary resettlement.
- Ability to interact constructively with technical and construction experts, government officials, people affected by Compact projects, and civil society.
- Ability to work with multidisciplinary teams and institutions.
- Responsible and flexible attitude and capable of managing a variety of tasks with minimal supervision.
- Must demonstrate from previous work experience the ability to collaborate effectively with peers as well as work across departments or divisions.
- Must demonstrate history of delivering high quality projects on time and within budget.
- Excellent written and verbal communication skills in English.

### **Legal Director**

- Ensure that MCA-Malawi activities comply with: (i) the obligations of MCA-Malawi contained in the Compact or otherwise delegated to MCA-Malawi by the Government, (ii) all supplemental agreements entered into under or in furtherance of the Compact (“Supplemental Agreements”), (iii) Malawian laws and regulations, and (iv) any other applicable laws, regulations and agreements.
- Advise the Board, the Management Unit and the staff of MCA-Malawi on legal issues and address legal issues as they arise; this may include preparing and submitting reports on a periodic basis to the Board/Management Unit that identify any problems encountered in MCA-Malawi compliance and that recommend solutions.
- Act concurrently as the Corporate Secretary whose tasks include developing and implementing procedures for the meetings of the Board and ensuring that Board meetings comply with the requirements of the Compact, the relevant Supplemental Agreements and the relevant governing documents, including preparing minutes of Board meetings.
- Participate in negotiations, and prepare and advise on all types of contracts to be executed by MCA-Malawi for the implementation of the Compact.
- Advise the Board, Management Unit and staff of MCA-Malawi regarding employment matters, including drafting and negotiating employment agreements.
- Provide guidance on legal implications of procurement or financial activities that may be undertaken by MCA-Malawi.
- Determine the need for additional legal experts (outside counsel), identify possible sources for such experts, assist the Procurement Director in the procurement of such experts, provide recommendations on particular legal tasks that should be outsourced to an outside counsel, and manage such outside counsel.

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- Cooperate with and advise representatives of Government bodies, including Ministries and Parliament, regarding the Government's responsibilities under the Compact and Supplemental Agreements.
- Represent MCA-Malawi before courts and arbitration proceedings.
- Act as the main liaison between MCA-Malawi and MCC General Counsel on legal matters relating to the implementation of the Compact.
- Such other responsibilities that are commonly exercised or incidental to the position of general counsel or as may be delegated from time to time by the Board or the Management Unit.

### **Qualifications and Experience**

- University degree in law (Master's degree or equivalent is preferred).
- At least eight (8) years of relevant experience working at a law firm or as legal counsel in Malawi, preferably with some experience as counsel in a commercial entity or not-for-profit entity.
- Knowledge of international agreements, contractors and processes, and in particular, experience representing the Government, especially in transactions or situations involving foreign investors/foreign governments or those with experience representing foreign investors in transactions or situations involving the Government.
- Experience advising entities in negotiating, executing, and implementing international agreements with governmental entities located in foreign countries. Experience in US funded projects is a plus.
- Experience with a diverse range of legal issues, such as international commercial transactions, project finance, donor funded projects, construction projects and general corporate law.
- Proven ability to liaise with other Government entities to ensure smooth implementation of MCA-Malawi activities.
- Proven ability to work in a national and international context.
- Demonstrated professionalism, good judgment, and flexibility to work, as may be necessary, outside normal work hours to meet needs of the position.
- Ability to work with multidisciplinary teams and institutions.
- Strong computer skills (MS Office, Internet).
- Must demonstrate from previous work experience the ability to collaborate effectively with peers as well as work across departments or divisions.
- Must demonstrate history of delivering high quality projects on time and within budget.
- Excellent written and verbal communication skills in English.

### **Energy Project Director**

- Manage all activities related to the Energy Project.
- Oversee the procurement and subsequently manage all construction and consulting contracts related to the assigned projects, including but not limited to engineering, management and technical assistance activities.

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- Participate in the preparation and review of all relevant project documents (as prepared by the consulting engineer).
- Approve consulting engineer staff according to the contract agreement.
- Obtain and record all guarantees, warranties, and certificates.
- Provide all necessary approvals for materials and procedures required for the project.
- Review all submittals by contractors and consultants including work plans, timelines, deliverables, invoices, and other documents.
- Review invoices and liaise with the Fiscal Agent and the Finance & Administration Director for processing them according to the set procedures.
- Monitor project cash flow and liaise with the Finance & Administration Director to ensure accurate disbursement requests to MCC.
- Provide guidance and support to the consultants and contractors working on the Energy project to ensure efficient coordination with other parties.
- Provide reports on the implementation progress of projects to the COO and M&E Director and M&E Officers.
- Provide information on the implementation progress to the COO, M&E Director and, as necessary, to the MCA-Malawi management.
- Under the supervision of the COO, prepare and execute a detailed Implementation Plan. Maintain M&E Directorate abreast of changes to the implementation plan.
- Identify resource requirements, bottlenecks, risks, and mitigation strategies, and reports on these to the COO.
- Under the supervision of the COO, coordinate with Procurement Director and oversee the technical aspects of procurement in the services of consultants and contractors who will undertake surveys, feasibility studies, and design.
- Contribute to the development of statements of work (SOW), as well as interfacing with any Implementing Entities, Procurement Agent, MCC staff, and other key stakeholders.
- Provide all relevant information to the COO and, as required, to other relevant MCA-Malawi Directors, including the Monitoring and Evaluation Director, Finance, Procurement, Environmental and Social Director, and Public Outreach Officer.
- Ensure stakeholder participation in project implementation and, with the COO, represent MCA-Malawi in public forums with respect to the Energy Project.
- Interface with MCC staff and other donors involved in related activities.
- Interface with MCC's Independent Engineer and technical leads with other tasks and responsibilities as requested by the COO.
- Other tasks and responsibilities as requested by the COO or CEO.

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### **Qualifications and Experience**

- A degree in electrical engineering or a similar discipline. Appropriate professional registration/licensure is a plus.
- Minimum of fifteen (15) years of professional experience in project management of engineering works projects including electrical T&D projects from pre-feasibility to design to construction and supervision to close out.
- Demonstrated managerial and project oversight skills. At least seven (7) years of project management experience in Energy sector project construction, particularly electricity sector projects such as T&D, hydro rehabilitation, IT and communication systems.
- Experience in all phases of engineering procurements – Feasibility and Design, Construction, Construction Inspection, Close Out, Construction Management, Contract Negotiations, Cost Estimating, and other relevant skills.
- Project Management Professional certification (PMP) is a plus.
- Extensive experience and/or deep familiarity with Energy sector institutions and policies in Malawi.
- Responsible and flexible attitude and capable of working with minimum supervision, i.e. ability to make independent assessment and decisions without constantly seeking approval from senior managers.
- Strong supervisory and mentoring skills.
- Strong people and interpersonal skills.
- Full computer skills in email, word processing, spreadsheets, and the Internet. Experience and familiarity with MS Project or other project management software (such as Primavera) Management Information Systems is a plus.
- Must demonstrate from previous work experience the ability to collaborate effectively with peers as well as work across departments or divisions.
- Must demonstrate history of delivering high quality projects on time and within budget.
- Excellent written and verbal communication skills in English.

### **Communications and Outreach Director**

- Developing and implementing broad-based policies and plans to ensure meaningful community/public participation in planning, monitoring and evaluating the program (the latter in coordination with the MCA M&E Director).
- Collaborate with the M&E Director and Project Director to issue timely bulletins to stakeholders and target groups furnishing them with information about the program.
- Attend consultative committee meetings.
- Manage and direct the development of the MCA-Malawi website.
- Ensure that minutes of meetings are made public via the MCA-Malawi website.
- Promote and track action on MCC eligibility indicator performance.
- Manage GoM/MCA-Malawi relations by building, maintaining, and leveraging a good network of contacts to facilitate and/or promote the program.

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- Monitor and liaise with the media to ensure that accurate information about the program reach the public domain.
- In collaboration with the MCA M&E Director, communicate progress to results as per the M&E plan.
- Take direction from the COO – Administration in serving as the spokesperson of MCA-Malawi.

### **Qualifications and Experience**

- A Degree in Community Development, Business Administration, or related field.
- At least eight (8) years of relevant working experience in corporate communications, community and public outreach, three (3) years of which should be at a senior management level.
- Knowledge of social and environmental impact assessment and resettlement issues.
- Full computer skills in email, word processing, and the Internet.
- Must demonstrate from previous work experience the ability to collaborate effectively with peers as well as work across departments or divisions.
- Must demonstrate history of delivering high quality projects on time and within budget.
- Excellent written and verbal communication skills in English.

**JOB CLASSIFICATIONS AND QUALIFICATIONS FOR MALAWI**

**GROUP 3 – STAFF POSITIONS**

**Office Manager**

*(The office manager is responsible for the smooth operation of the day-to-day business of the MCA-Malawi office. They will handle the general administrative responsibilities by coordinating the work system. This position will have the whole program in sight both in activities and in tracking funding and support the CEO and COO)*

- Responsible for planning, organizing, and controlling the clerical aspect of MCA-Malawi, including the preparation, communication, coordination, and storage of data to support productivity and other important operations.
- Help with preparing for external events, meetings, and ad hoc visitors.
- Monitor work processes and evaluate outcomes in order to provide input to management on the development of administrative policies and procedures.
- Draft correspondence for the CEO and COO.
- Other tasks and responsibilities as requested by the COO.

**Qualifications and Experience**

- Have a Bachelor degree in Business Administration or equivalent.
- Ability to anticipate changes and progress related to quality.
- Capacity to function well as a team player and work well independently.
- Ability to use office software such as Microsoft Office products.
- Proficiency in English.

**Operations Officer for Quality Control, Quality Assurance**

- Define, develop and negotiate MCA-Malawi's quality management policy.
- Implement and track/monitor the quality management policy approved by MCA-Malawi's management (i.e., the Director General and Deputy Director General).
- Set up standardized policies and procedures of control such as risk management, internal/external communications, project change control, document control, etc.
- Define the methods of control and budget required for quality implementation and control.
- Participate in communicating and raising awareness regarding the quality management policy among the MCA-Malawi staff and its implementing entities.
- Define, formalize, and adapt quality control and assurance methods and processes in view of ensuring the quality of all the projects and activities of MCA-Malawi.
- Develop and update a quality manual, its procedures, and guidance/instructions.
- Coordinate all "quality" actions.

## **Section 5: Performance Specifications and Drawings**

- Ensure the traceability and compliance with (existing) standards of all activities, as detailed in the specifications.
- Prepare and implement internal "quality" audits; e.g., to ensure internal consistency of documents and tools/systems across the projects and review, as relevant, draft document before they are sent to MCC.
- Monitor results based on set objectives, in collaboration with all relevant parties (e.g., project and M&E directors).
- Prepare "quality" reviews.
- Participate in the analysis of failures and malfunctions, as well as in the search for methods of improving quality performance.
- Define and propose a plan for quality improvement, accompanied by a work plan (or timeline) for its implementation.
- Other tasks and responsibilities as requested by the COO.

### **Qualifications and Experience**

- Have a Masters degree in the field of quality and at least five (5) years of experience in the implementation of a quality management policy or a Bachelor's degree with ten (10) years of experience working on quality management function.
- Have experience in the development of a quality management policy.
- Knowledge and/or mastery of ISO certification norms.
- Ability to anticipate changes and progress related to quality.
- Capacity to work independently.
- Proficiency in the use of management software.
- Proficiency in English.

### **Project Controls and Logistics Officer**

- In close coordination with other directorates, particularly Energy, ESA, and Finance; develop, maintain, and/or manage the project implementation plan in MS Project or comparable project management software), to be used by MCA as the official project management tool.
- Ensure work proceeds on timeline and according to the implementation plans by assisting in communications between Contracts coordination officers and various parties.
- Working with the Energy Director, draft letters as required by Contractors requesting action from third-party entities in cases where complications arise in direct Contractor/third-party communication.
- Assist the COO with preparation of timelines, project tracking, reports, presentations, record management, and all other tasks requested by the COO.
- Collect information on the implementation progress of all infrastructure activities and provide them to other Directorates.
- Identify resource requirements, bottlenecks, risks, and mitigation strategies to ensure efficient resource utilization within MCA.

## **Section 5: Performance Specifications and Drawings**

- Provide information on the implementation progress to MCA-Malawi senior management and Directors. Track critical path items and project timeline dependencies and report on progress to appropriate directorates.
- Under the supervision of the COO and in coordination with the Energy Directorate, prepare and execute a detailed Project Implementation Plan.
- Provide and share relevant information to other Directorates.
- Coordinate with MCC staff and consultants and with other donors involved in sector infrastructure activities, in coordination and collaboration with other Directorates.

### **Qualifications and Experience**

- A Degree in engineering discipline and/or business/organizational management related to public utility set up and management.
- Minimum of five (5) years of professional experience in organizational development, capacity building, policy formation and utility management.
- Demonstrated managerial and project oversight skills. At least three (3) years of related project management experience in the Energy/public utilities sector.
- Extensive experience with Energy sector institutions and policies in Malawi.
- Prior experience collaborating with high-level counterparts and thorough understanding of the procedures, policies, and goals of development assistance is desired.
- Capability of building and maintaining productive relationships with a range of actors, including Government officials, private sector partners, NGOs, and international donors.
- Responsible and flexible attitude and capable of working with minimum supervision.
- Strong people and interpersonal skills.
- Full computer skills in email, word processing, spreadsheets, the Internet, MS Project or other project management software (such as Primavera), and familiarity with Management Information Systems.
- Excellent written and verbal communication skills in English.

### **Private Sector Partnership Officer**

- Leverage the compact's impact and sustainability by identifying private sector opportunities and partnerships within and parallel to compact projects.
- Integrate the private sector into Compact projects, as appropriate, through such responsibilities as drafting and editing Statements of Work (SOW) and reviewing submittals relating to private sector as well as liaising with potential co-funders of compact projects as appropriate.
- Develop and implement a private sector partner outreach strategy, in conjunction with the MCA CEO and the Communications and Outreach Director, including meetings and workshops in Malawi and the region to both communicate private sector successes as well as publicize opportunities.
- Identify, analyze, and prioritize the most promising partners and partnerships.
- Develop and structure partnerships, including through concept papers identifying roles and responsibilities of MCA and partners and other resources.

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- Coordinate and build relationships with strategic partners identified in key sectors such as fishing; sugar cane irrigation; tourism; micro, small, and medium enterprises and milk bulking groups; as identified in the report “Opportunity Sets and Partnerships to Maximize MCC’s Investments in Malawi” 15 December 2009.
- Build capacity for investment promotion in the Government of Malawi, particularly its Malawi Investment Promotion Authority and Department of Energy Affairs, particularly with regard to Independent Power Producers (IPPs) and other private sector investors.
- Work with the procurement director to strengthen outreach to potential private sector bidders based in Malawi, the region, and internationally.
- Facilitate interactions between strategic private partners and appropriate MCA staff.
- Develop and maintain a record and database of current and planned partner activities.
- Interface with private sector specialists from MCC.
- Perform other private sector-related responsibilities as assigned by the Chief Operating Officer.

### **Qualifications and Experience**

- A university degree (Masters or higher) in Business or a related field.
- At least eight (8) years of relevant experience working in Malawi, preferably with some experience in a commercial entity or private sector-oriented non-governmental organization.
- Responsible and flexible attitude and capable of working with minimum supervision, i.e. ability to make independent assessment and decisions.
- Proven ability to work in a national and international context.
- Demonstrated professionalism, good judgment, and flexibility to work, as may be necessary, outside normal work hours to meet needs of the position.
- Strong people and interpersonal skills, including demonstrated capability of building and maintaining productive relationships with a range of actors.
- Full computer skills in email, word processing, spreadsheets, and the Internet.
- Excellent written and verbal communication skills in English.

### **Internal Auditor**

- Assist the Finance & Administration Director in preparing audit plans for the semi-annual funds accountability statement audit.
- Establish a plan for auditing the operation and program activities of the MCA that focuses on the identification and control of risk, improvements in the efficiency and effectiveness of operations and programs, and compliance with external laws and regulations and internal policies and procedures.
- Conduct audits based on the plan.
- Communicate audit results to appropriate program managers.
- Follow up on audit recommendations to ensure corrective actions are taken.

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- Evaluate internal control systems, especially those relating to financial management.
- Ensure the recommendations of the external auditor are implemented, as appropriate.

### **Qualifications and Experience**

- An undergraduate or graduate degree in accounting or auditing.
- A minimum of eight (8) years working as a public accountant, and management accountant, an auditor, or internal auditor.
- Demonstrated knowledge of and experience in applying the principles, techniques, practices and procedures of an internal audit function; developing sound internal controls for financial and operational programs; developing remediation programs where controls have been found deficient; developing risk assessment instruments and communicating to program managers how to assess risk in their respective areas.
- Ability to achieve results while working under pressure.
- Excellent oral and written communication skills in English.
- Ability to evaluate automated financial accounting system and to develop methods for testing system controls.
- Ability to use office software such as Microsoft Office products.

### **Internal Auditor's Assistant**

- Assist in preparing audit plans for the semi-annual funds accountability statement audit.
- Assist in establishing a plan for auditing the operation and program activities of the MCA that focuses on the identification and control of risk, improvements in the efficiency and effectiveness of operations and programs, and compliance with external laws and regulations and internal policies and procedures.
- Assist in conducting audits based on the plan.
- Communicate audit results to appropriate program managers.
- Assist in following up on audit recommendations to ensure corrective actions are taken.
- Assist in the evaluation of internal control systems, especially those relating to financial management.
- Ensure the recommendations of the external auditor are implemented, as appropriate.

### **Qualifications and Experience**

- An undergraduate degree in accounting or auditing.

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- Three (3) to five (5) years of experience working as a public accountant, and management accountant, an auditor, or internal auditor.
- Demonstrated knowledge of and experience in applying the principles, techniques, practices and procedures of an internal audit function; developing sound internal controls for financial and operational programs; developing remediation programs where controls have been found deficient; developing risk assessment instruments and communicating to program managers how to assess risk in their respective areas.
- Ability to achieve results while working under pressure.
- Excellent oral and written communication skills in English.
- Ability to evaluate automated financial accounting system and to develop methods for testing system controls.
- Ability to use office software such as Microsoft Office products.

### **Contracts Officer**

- Manage and oversee all procurement operations and the performance of the Procurement Agents located within the Implementing Entities.
- Serve as the focal point for MCC for all procurement matters related to the Compact.
- Serve as the primary liaison between the MU staff and the IEs on all procurement activities to ensure the correct and transparent application of procurement guidelines.
- Develop and maintain the MCA Procurement Manual in compliance with the Procurement Agreement of the Compact containing procedures and contract templates, bidding documents, forms, and instructions.
- Provide quarterly information to M&E Director on Contracts and Financial Disbursements in order to track Compact process milestones and timeline / completion risks.
- Prepare, periodically update and submit the General Procurement Notice/Procurement Plan and Procurement Reports of the Program to the MCA-Malawi and the MCC with inputs provided by IEs.
- Prepare requests for “no objections” from MCC as required by the Procurement Agreement
- With the assistance of the appropriate MCA-Malawi Officer prepare and conduct procurements of: 1) the Outside Implementing Entities, 2) M&E services, 3) technical and/or financial audits, 4) supplies, services, vehicles, etc. directly related to the operation of MCA-Malawi.
- Assist the Project Officers and the Counsel to interpret and apply various legal provisions of the contract documents, in particular with respect to claims from the contractor for time extensions or extra payments and in general with respect to the contractors’ conformance and compliance with his/her contractual obligations.
- Document adherence to guidelines by establishing and maintaining records of all procurements carried out, and ensure that documentation is available as needed to the GC, the GoM, the MCC, and any other party that is authorized by the MCC or the GC to be granted access to procurement records.

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- Other tasks and responsibilities as requested by the Procurement Director.

### **Qualifications and Experience**

- University degree in Economics, Public or Business Administration, Engineering (Master's degree or equivalent is preferable).
- At least seven (7) years experience working for or with international financial institution or foreign assistance organization (experience with the World Bank projects is preferable).
- At least four (4) years experience administering procurements under roads/irrigation construction/rehabilitation projects funded by international organizations (experience with the World Bank projects is preferable).
- Familiarity with International Financial Institutions' procurement guidelines and procedures, particularly those of the WB.
- Demonstrated ability to work collaboratively with domestic and international stakeholders and counterparts.
- Responsible and flexible attitude and capable of working with minimal supervision.
- Good written and verbal communication skills in English.
- Computer skills (MS office, Internet, some familiarity with project management software.)

### **Finance Officer/Accountant**

- Assist the Finance & Administration Director in all accounting and record keeping.
- Assist in the processing of payments for staff salaries and any other expenses from accounts of MCA-Malawi for payments that are outside the scope of the Fiscal Agent.
- Assist the Finance & Administration Director in the preparation of MCA-Malawi's annual Program budget for the entire Compact period, as well as detailed budgets on a quarterly basis in coordination with the Project Management unit, Fiscal Agent, and any Implementing Entities.
- Develop quarterly reports, detailed financial plans and quarterly disbursement requests for funding from MCC (all part of the quarterly reporting process), in coordination with the Fiscal Agent.
- Provide quarterly information to M&E Director on Contracts and Financial Disbursements in order to track Compact process milestones and timeline / completion risks.
- Assist the Finance & Administration Director, in coordination with the Project Directors, to estimate the future commitment and cash flow requirements for each Project for each period, and ensure that all accompanying reports are delivered according to the required schedule.
- Monitor expenses against budgets to ensure adequate resources and control of funds.
- Assist in the development of the operating budget for the MCA-Malawi.
- Cooperate fully with the auditors to ensure that the auditing requirements of the program are satisfied as required by the Compact.

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- Assist the Finance & Administration Director in developing and managing all program accounting reports, including special reports required by the MCA-Malawi or the Board of Directors.

### **Qualifications and Experience**

- A university degree in Accounting (preferred) or Finance; preferably a Certified Public Accountant (CPA) or equivalent.
- At least eight (8) years of professional experience, including five (5) in a financial management position of a project or company having an annual budget of more than \$3 million USD or as an auditor in a public accounting firm.
- Proven skills and experience, especially, in financial management related activities.
- Ability to develop complex budgets and manage all related financial transactions.
- Experience in financial management systems and processes.
- Full computer skills in email, word processing, spreadsheets, the Internet, and familiarity with Management Information Systems.
- Excellent written and verbal communication skills in English.

### **Human Resources Officer**

- Assist the Finance & Administration Director in all human resource (HR) related issues.
- Assist in the preparation and implementation of MCA-Malawi staffing plans.
- Develop the forms and procedures for HR related issues.
- Maintain records related to HR issues.
- Develop and implement procedure for staff appraisal and corresponding incentive scheme.
- Manage all day-to-day HR issues according to internal by-laws.
- Initiate and recommend payments for all staff entitlements/benefits such as leave.
- Ensure staff are trained and motivated for efficient performance.
- Perform any other duties as may be assigned by the Finance & Administration Director.

### **Qualifications and Experience**

- A Degree in human resources (preferred), administration or related field.
- At least eight (8) years of relevant professional experience.
- Proven management skills and experience, especially, in human resources related activities.
- Experience in developing and managing human resources management systems is an advantage.
- Full computer skills in email, word processing, spreadsheets, the Internet, and familiarity with Management Information Systems.
- Excellent written and verbal communication skills in English.

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### **Information Technology Officer**

- Identify hardware and software needs of the MCA-Malawi.
- Installing and configuring computer hardware operating systems and applications.
- Monitoring and maintaining computer systems and networks.
- Talking staff/clients through a series of actions, either face to face or over the telephone.
- Troubleshooting system and network problems and diagnosing and solving hardware/software faults.
- Replacing parts as required.
- Providing support, including procedural documentation.
- Following diagrams and written instructions to repair a fault or set up a system.
- Supporting the roll-out of new applications.
- Setting up new users' accounts and profiles and dealing with password issues.
- Responding within agreed time limits to call-outs.
- Working continuously on a task until completion (or referral to third parties, if appropriate).
- Prioritizing and managing many open cases at one time.
- Rapidly establishing a good working relationship with customers and other professionals (e.g., software developers).
- Testing and evaluating new technology.
- Conducting electrical safety checks on computer equipment.
- Work with M&E Director to develop a functional MIS system to monitor Compact projects, and which includes GIS data.
- Perform any other duties as may be assigned by the Finance & Administration Director.

### **Qualifications and Experience**

- A Bachelors degree (Masters preferred) in computer science, information technology, business administration or equivalent.
- At least five (5) years of relevant professional experience.
- Microsoft or Comptia certification.
- Good knowledge of written and verbal communication skills in English.

### **Information and Data Management Officer**

*(The Information and data management officer is responsible for the management and operations of MCA work schedules and management information system. She/he is to ensure that Compact projects work plan, work schedules and field reporting data are completed and entered in the appropriate management information database. He is to work with sector leaders and the PIUs to develop project work plans, implementation schedules, and also*

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*ensures that field data is gathered and registered, ensuring the quality of data entered and helping to produce initial statistical analyses.)*

- The Information and Data Management officer reports directly to the M&E Coordinator and works in close collaboration with the Sector Head.
- Coordinate and oversee the overall Compact sectors work planning and work scheduling process.
- Overseeing MIS installation process including system definition and specification to be carried out by MCA-M contracted consultant.
- Overseeing training activities to be carried out by consultant for familiarization of MCA-M staff with system operations.
- Overseeing system maintenance activities to be carried out by contracted consultant.
- Ensure that all Compact sectors work plan and work schedules are extracted and enter as a baseline into the computerized management information system.
- Undertake routine quality control assessment of all computer entry data and others' work. Conduct regular verification of data entered into computer by checking printouts for errors and correcting as required; perform statistical checks to ascertain accuracy of data entered.
- Performing accurate, high-speed transfer of routine to complex printed information to the appropriate computerized format.
- Producing computerized progress reports for management decision-making and for stakeholder consumption.
- Supervise the operations of all data entry and processing equipment, including personal computers in both stand alone and terminal emulation status, as well as terminals attached to MCA-M Management Information System main server.
- Transcribe data from source documents onto various media, such as hard drives, USB, diskettes, etc.
- Maintaining written and computerized document files as required.
- Supporting the MIS users in the understanding of the concept and use the system in their day-to-day work. Provides technical support to users with troubleshooting any technical and other software-related problems and coordinate with the MCA IT Specialist and the Consultant to conduct software upgrades and correcting system malfunctions.
- Defining and coordinating the internal upload process and timeline including the opening and closing of periods for update.
- Adding into the System new system users approved by MCA-M, and removing departed users from the system; and categorize users and setting up information access limits per user category.
- Assist the users in their data upload process from Excel and verify the accuracy of keyed information. Correct errors and/or modify data using the proper editing programs and procedures as necessary.

### **Qualifications and Experience**

- Bachelor degree in Business Administration or in Computer Science. Experience in data entry operations is an advantage.

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- At least three (3) years of professional experience in development programs with focus on International development.
- Strong multi-disciplinary orientation and ability to work with a variety of Program partners.
- Good coordination skills with Government entities, donors and local communities.
- A general understanding of strategic planning and reporting and Program management.
- An in-depth knowledge of Management Information System's concept and system.
- Ability to learn and train users in the concept and MIS usage.
- Proven ability to work in a national context and with international agencies.
- Proven experience in using specialized computer programs, especially statistical analysis software packages including Excel, SPSS and CSPRO.
- Type accurately at a minimum rate of approximately 50 words per minute and/or pass appropriate data entry testing as applicable.
- Utilize necessary computer equipment to complete data entry.
- Written and verbal fluency in English.
- Be able to read, understand and interpret information, maps, diagrams, and forms.
- Good report writing skills.

### **Economist**

- Report to M&E and Economics Director. Act as an advisor to the M&E Director and MCA-Malawi Senior Management.
- Analyze the overall program execution, covering both financial and physical implementation and monitor key assumptions made in the ERR calculations for the program.
- Collaborate with the Ministry of Finance on measurement of the Program's macroeconomic impact, including sectoral growth and poverty analysis.
- Review periodic reports regarding program monitoring and evaluation that will be submitted to the Steering Committee, Stakeholders Group and MCC.
- Elaborate the plan for interim and final evaluations and oversee the entire evaluation process, including special studies and ad hoc reports.
- Oversee coordination and methodology of impact evaluations, including enterprise surveys.
- Assess progress, evaluations and studies on the impact of electricity on businesses and the economy. Promote and investigate productive uses of electricity lessons learned.
- Regularly liaison and provide policy guidance and data analysis (using Compact data to the largest extent possible) to Ministry of Energy, MERA and GOM based on analysis of data. Work with Universities and researchers in Malawi to review and study energy impacts on the Economy.
- Kept abreast and disseminate lessons learned in the region that can be used in Malawi.

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- Present regular analysis of program information and data to all stakeholders as needed in the appropriate format (Word, Excel and/or Power Point).
- Train counterparts and GOM in evaluation design.

### **Qualifications and Experience**

- Masters degree in Economics.
- At least ten (10) years of professional experience with developmental programs and macro-economic analysis, including growth and poverty.
- Strong management skills, including an ability to handle a variety of tasks and demands.
- Deep knowledge of Malawi's public finance management and planning system.
- Proven experience in the development and implementation of monitoring and evaluation systems.
- Experience with rigorous impact evaluations is a strong plus.
- Experience with cost benefit analysis and ERRs.
- Skills in quasi-experimental and experimental design.
- Proven ability to work in a national as well as international context.
- Proven experience in using specialized computer programs, especially statistical analysis software packages (STATA), macroeconomic models, Excel.
- Leadership and the ability to work independently.
- Excellent written and verbal communication skills in English.

### **Monitoring and Evaluation Officer**

*(Monitoring and Evaluation Officers will be responsible for the overall M&E system of the Program and implementation of related activities for each project, as well as providing timely and relevant information to all program stakeholders. This position reports to the M&E Director.)*

- Assist in the management and the implementation of the Compact's M&E Plan.
- Assist in gathering reports/data from sources and inputting into MCA-Malawi's MIS. Assist in setting up and regular updating and data entry of the Management Information System (MIS) for the Compact, including all related activities such as data collection, data analysis, and reporting.
- Assist in management of data collection for M&E, including design of surveys of implementing entities, and ensure that any feasibility or similar studies take M&E data needs into consideration.
- Liaison with Implementing Entity M&E Point of Contacts to gather information and train these on the MCA M&E plan.
- Assist in the preparation of periodic reports for the MCA-Malawi, Board of Directors, and MCC (including the Quarterly and Annual Performance Reports). Assist M&E Director and Economist in the write up of quarterly and annual reports, data analysis and studies.
- • Regularly review M&E data with appropriate decision makers to ensure that projects are reaching their objectives and, if changes are needed, that timely decisions on corrective actions are made and implemented.

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- Participate in the monitoring of the Program components through site visits, review of Program reports and review of secondary data.
- Work with the MCC and stakeholders to implement the planned impact evaluation, and potentially develop additional qualitative and quantitative impact evaluations.
- Coordinate implementation of special studies and *ad hoc* evaluation, as needed, to assess impact of Compact activities.
- Provide M&E-related comments on all other MCA-Malawi technical documents (e.g. work plans, Terms of Reference, and Implementing Entity Agreements).
- Respond to MCC requests for information on data sources, data measurement methods, frequency of data collection, and disaggregation.
- Assist in disseminating timely and relevant information to the Government of Malawi, civil society, the private sector and the donor community. Ensure the periodic reports are made publicly available on the MCA's web page.
- Assist in the preparation of other periodic reports including, but not limited to, monitoring and evaluation reports, budgets, implementation reports from project managers and implementing entities, procurement reports, and others as defined in the implementation procedures.
- Ensure that the MCA-M web page contains all up-to-date relevant reports for public access by the program stakeholders.
- Participate in the planning and execution of annual project reviews.
- Organize regular data quality reviews and oversee the process for selecting independent reviewers.
- Support the Senior Economist with the development of the evaluation plan and schedule.
- Develop terms of reference for procurement of evaluations and other studies related to the M&E process.
- Ensure that staff and implementing partners are receiving adequate support to be able to implement their M&E functions.
- Regularly liaison with sector and implementation staff to keep abreast of implementation timeline and coordination of M&E activities based on that timeline.

### **Qualifications and Experience**

- A university degree in Economics, Statistics or a related field.
- A minimum of five (5) years of progressively responsible experience managing data or conducting analysis of projects.
- Excellent organizational skills related to data and document management.
- Ability to work in teams, with multiple stakeholders under competing time pressures.
- Willingness to undertake regular field visits and interact with stakeholders.
- An understanding of economic development in Malawi.
- Experienced user of statistical software (such as STATA or SPSS), Word, Excel, and PowerPoint.

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- Demonstrated ability to provide independent analysis and interpretation of performance data using methods in economics, policy analysis, and/or statistics preferred.
- Experience working on the implementation of large, household surveys preferred.
- For M&E ESCOM Technical Officer, experience monitoring Energy projects preferred.
- For M&E ENRM Officer, experience monitoring environmental and or watershed management programs and social projects preferred.
- For M&E Policy, Finance and Management Officer, experience in business administration, finance and management preferred.
- Experience in M&E system design and management preferred.
- Experience with cost-benefit analysis preferred.
- Experience preparing Terms of Reference and/or managing contracts preferred.
- Experience preparing reports preferred.
- Excellent written and verbal communication skills in English.

### **Deputy Director for Social and Gender Assessment**

- Work with the Environmental and Social Director to assess and plan to monitor social and gender impacts of all compact projects and activities.
- Develop a social and gender integration plan to guide the incorporation of relevant social and gender analyses into all projects and activities.
- Ensure that social and gender analyses of all compact projects, including issues pertaining to land acquisition and resettlement, public health and safety, and cultural resources, are available to inform project design deliberations.
- Ensure the quality of social and gender dimensions of Environmental and Social Impact Assessments (ESIAs), and Environmental and Social Management Plans (EMPs).
- Ensure that social and gender issues are mainstreamed for purposes of enhancing the social benefits of the compact and promoting sustainable development.
- Ensure that ESIAs and EMPs pay adequate attention to social and gender issues and risks of proposed projects. These include (but are not limited to) issues pertaining to public health and safety, household Energy consumption and hygiene, and resettlement.
- Review terms of reference (TOR) for all projects to ensure that there is adequate planning, budget, and staff resources for social and gender analytical work and management planning.
- Work with the Director of ESM to ensure that MCA-Malawi is in compliance with national laws, policies and international commitments, and with MCC Environmental Guidelines and Gender Policy.
- Monitor the quality of analyses of social and gender issues, track resources invested in social and gender analysis, and identify areas where social and gender analysis and integration can be strengthened or modified.

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- Review findings of beneficiary analyses to ensure social and gender considerations inform project design and implementation.
- Collaborate with monitoring and evaluation staff to ensure that data collection is age- and sex- disaggregated with gender-responsive indicators, data collection and monitoring tools.
- Develop a plan to increase awareness and capacity for social and gender integration of all MCA staff and sector specialists through project development.
- Develop a plan to promote consultations and engagement of women, civil society, the private sector, Community based Organizations (CBO) and other relevant stakeholders in project design and implementation to strengthen gender integration in all projects.
- Work with M&E team in order to ensure that M&E plans, tools and activities are gender sensitive.

### **Qualifications and Experience**

- An advanced degree in social sciences or a related discipline (anthropology, sociology, women's studies, public policy, community development, etc.)
- A minimum of eight (8) years experience in social and gender related issues in an international development context, with demonstrated expertise in social and gender analysis and gender integration in projects.
- Demonstrated experience using participatory development approaches and working closely with civil society, NGOs, government, private sector, CBOs and other relevant stakeholders.
- Knowledge of Malawian policies, laws and regulations relevant to social aspects of Energy use and treatment, public health and safety, environmental and social assessments, public consultation, land acquisition and resettlement, and gender issues.
- Familiarity with international environmental guidelines and policies, including World Bank Operational Policy 4.12 on involuntary resettlement.
- Ability to interact constructively with technical and construction experts, government officials, people affected by Compact projects, and civil society.
- Ability to work with multidisciplinary teams and institutions.
- Responsible and flexible attitude and capable of managing a variety of tasks with minimal supervision.
- Excellent written and verbal communication skills in English.

### **Resettlement Officer**

- Coordinate with entities implementing Compact projects to develop and implement Resettlement Action Plans (RAPs), as approved by MCA-Malawi, other Government authorities, and MCC.
- Ensure that all RAPs are consistent with the World Bank Operational Policy on Involuntary Resettlement OP 4.12, and MCC policies, including MCC Environmental Guidelines; and relevant Government of Moldova laws and regulations.
- Coordinate with relevant local, regional, and national authorities on the development and implementation of RAPs.

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- Assist in the supervision of the implementation of Project-specific RAPs.
- Assist the ESD to organize and manage required sessions for public consultation on resettlement issues in accordance with approved guidelines and procedures.
- Ensure that all Compact project Environmental Management Plans address resettlement impact issues.
- Ensure that any complaints, related to environmental and social impact issues, arising from the implementation of MCA activities are resolved in a timely manner.
- Assist in the preparation of the progress reports to MCC and Government of Moldova using inputs provided by the relevant project implementers.
- Serve as the in-house expert on resettlement impact issues.
- Perform other tasks and responsibilities related to resettlement as requested by the Environmental & Social Assessment Director.

### **Qualifications and Experience**

- Degree (preferably a Master's degree) in law with specialization in property evaluation, cadastre or other related field.
- Minimum of four (4) years of professional experience in a relevant sector, including experience in land transactions, property evaluation, etc.
- Good knowledge of Moldovan land and real estate cadastres and resettlement legislation.
- Experience developing and/or implementing Resettlement Action Plans consistent with World Bank OP 4.12, environmental and social impact assessments.
- Experience in conducting Public Consultation meetings and management of resettlement programs.
- Willing to undertake regular field visits and interact with different stakeholders.
- Demonstrated oral and written communications skills in order to interface with a variety of stakeholders.
- Proven ability to work in a national as well as international context.
- Demonstrated professionalism, good judgment and flexibility to work as necessary outside normal work hours to meet the deadlines and needs of the position.
- Ability to work with multidisciplinary teams and institutions.
- Responsible and flexible attitude and capacity to manage a variety of tasks with minimal supervision.
- Excellent written and verbal communication skills in English.
- Computer skills (MS Office and familiarity with project management software, such as MS Project).
- Experience in working with international financial institutions and other donor organizations will be an advantage.

### **Environmental Officer**

- Ensures that the conception, execution and monitoring of all components of the Compact respect and follow current environmental norms and regulations.

## **Section 5: Performance Specifications and Drawings**

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- Assist the Procurement staff to ensure that the bidding documents for the Program fully incorporate environmental assessments as well as mitigation and monitoring measures from a design, feasibility, cost and timing point of view.
- Together with the respective Project Directors, ensure compliance of the Project activities with relevant Malawian environmental laws and regulations.
- Review comments and complaints from project-affected parties on environmental impact issues and recommend actions to resolve problems.
- Serve as main interlocutor between the project-affected parties and MCA-Malawi on environmental impact issues.
- Serve as the main interlocutor on environmental impact issues between MCA-Malawi and MCC Environment and Social Assessment, including preparation of reports and provision of information, both as required and upon request.
- Organize and manage periodic sessions for public consultation on environmental and social impact issues.
- Prepare quarterly progress reports to be presented by the Director General to the MCA-Malawi Board of Directors with inputs provided by the implementing entities and government agencies.
- Together with the relevant Project Managers, ensure thorough coordination among the stakeholders during the development of the Program.
- Collaborate with decentralized institutions and local civil society.
- Review the reports on the implementation of the Projects to ensure that all works are carried out in full compliance with the Environmental Management Plans.
- Review the implementing entities' or contractors' recommendations for final receipt of goods, works or services and for the corresponding closing of a contract to ensure that all works are carried out in full compliance with the Environmental Management Plans.
- Regularly submit information on Project progress to the Monitoring and Evaluation team.
- Other tasks and responsibilities as requested by the Director General.

### **Qualifications and Experience**

- A degree (advanced degree is preferable) in Natural or Social Science (academic degree in environment related fields is preferable).
- At least five (5) years of experience with environmental impact assessment and mitigation management.
- Experience cooperating with civil society organizations.
- Experience of implementing irrigation/roads/infrastructure construction/rehabilitation projects funded by international organizations.
- Familiarity with Malawian environmental laws and regulations, resettlement practices and gender issues.
- Familiarity with international environmental guidelines and policies, including involuntary resettlement.
- Ability to interact constructively with both technical and construction experts and project-affected people.

## **Section 5: Performance Specifications and Drawings**

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- Ability to work with multidisciplinary teams and institutions.
- Responsible and flexible attitude and capable of managing a variety of tasks with minimal supervision.
- Oral and written fluency in English.
- Strong computer skills (MS Office, Internet, familiarity with project management software).

### **Legal Officer**

- Provide support to the Legal Director to ensure that MCA-Malawi activities comply with: (i) the obligations of MCA-Malawi contained in the Compact or otherwise delegated to MCA-Malawi by the Government, (ii) all supplemental agreements entered into under or in furtherance of the Compact (“Supplemental Agreements”), (iii) Malawian laws and regulations, and (iv) any other applicable laws, regulations and agreements.
- Responsible for providing advice to Management Unit staff on all legal issues affecting MCA-Malawi and its operations.
- Responsible for identifying and analyzing legal issues, negotiating and drafting key documents, presenting recommendations and assuring legal compliance.
- Perform such other duties and exercise such other powers as are assigned from time to time by the Legal Director.

### **Qualifications and Experience**

- A degree in Law (Master’s degree or equivalent preferred).
- At least four (4) years of relevant practice experience in the private and/or public sector.
- Experience working for or with the World Bank or other international financial institution or foreign assistance organization is an asset.
- Experience with a diverse range of legal issues, with an emphasis on transactional practice, including commercial transactions, project finance, bank finance, construction and general corporate law. Knowledge and experience of public administration or international development also desirable.
- Proven ability to work in a national as well as international context.
- Demonstrated professionalism, good judgment and flexibility to work, as may be necessary, outside normal working hours to meet the needs of the position.
- Ability to work with multidisciplinary teams and institutions.
- Responsible and flexible attitude and capable of managing a variety of tasks with minimal supervision.
- Excellent written and verbal communication skills in English.

### **Energy Project Officer**

- Assist in Managing all activities related to the Energy Systems Project.
- As per the directions of the Energy Project Director (Project Director), assist in overseeing the procurement and subsequently managing all construction and consulting engineer contracts related to the assigned projects.
- Participate in the preparation and review of all relevant project documents.

## **Section 5: Performance Specifications and Drawings**

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- Recommend to the Project Director the approval of consulting engineer's staff according to the contract agreement.
- Assist the Project Director in obtaining and recording all guarantees, warranties, and certificates.
- Provide recommendation to the Project Director for all necessary approvals for materials and procedures required for the project.
- Review all submittals by contractors and consultants including work plans, timelines, deliverables, invoices, and other documents and provide comments and recommendations to the Project Director.
- As per the directions of the Project Director, review invoices and liaise with Fiscal Agent and Finance & Administration Director for processing them according to the set procedures.
- Assist the Project Director in Monitoring project cash flow.
- Provide guidance and support to the consultants and contractors working on the Energy project to ensure efficient coordination with other parties.
- Provide reports on the implementation progress of projects to the Project Director.
- Under the supervision of the Project Director, prepare and execute a detailed Implementation Plan.
- Identify resource requirements, bottlenecks, risks, and mitigation strategies, and reports on these to the Project Director.
- Under the supervision of the Project Director, coordinate with Procurement Director and oversee the technical aspects of procurement in the services of consultants and contractors who will undertake surveys, feasibility studies, and design.
- Contribute to the development of Statement of Work (SOW), as well as interfacing with any Implementing Entities, Procurement Agent, MCC staff, and other key stakeholders.
- Provide all relevant information to the Project Director and, as required, to other relevant MCA-Malawi Directors, including the Monitoring and Evaluation Director, Environmental and Social Director, and Coordinating Officer.
- Interface with MCC staff and other donors involved in related activities.
- Interface with MCC's Independent Engineer and technical leads with other tasks and responsibilities as requested by the Project Director.

### **Qualifications and Experience**

- A Degree in electrical engineering or another relevant discipline. Appropriate professional registration/licensure is strongly preferred.
- Minimum of five (5) years of professional experience in project management of power projects including T&D and hydro power systems from pre-feasibility to design to construction and supervision to close out.
- Demonstrated managerial and project oversight skills. At least three (3) years of project management experience in power system design and construction.

## **Section 5: Performance Specifications and Drawings**

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- Experience in all phases of engineering procurements – Feasibility and Design, Construction, Construction Inspection, Close Out, Construction Management, Contract Negotiations, Cost Estimating, and other relevant skills.
- Project Management Professional certification (PMP) preferred.
- Extensive experience with Energy sector institutions and policies in Malawi is preferred.
- Responsible and flexible attitude and capable of working with minimum supervision.
- Strong people and interpersonal skills.
- Full computer skills in email, word processing, spreadsheets, the Internet, MS Project or other project management software (such as Primavera), and familiarity with Management Information Systems.
- Excellent written and verbal communication skills in English.

### **Energy Sector Technical Assistance, Governance & Capacity Building Program Officer**

- Under supervision of the Energy Project Director manage activities related to the technical assistance and strengthening capacity for the Government of Malawi – in particular the Malawi Energy Regulatory Authority, Ministry of Natural Resources, Energy and Environment, and the Department of Energy Affairs – as well as oversee any support required to affect legal or regulatory changes in support of the Compact. The Officer would also be responsible for managing activities related to parastatal corporate governance, which would focus on ESCOM and the Government's oversight of such. In addition, the Officer would be responsible for coordinating with USAID, a potential implementation body for the energy sector governance activity, to ensure that it is properly integrated into the overall Project.
- Under supervision of Energy Project Director, oversee the procurement and subsequently manage contracts related to the assigned activities, including but not limited to technical assistance activities.
- Participate in the preparation and review of all relevant project documents (as prepared by the consulting engineer).
- Review all submittals by contractors, consultants and Implementing Entities including work plans, timelines, deliverables, invoices, and other documents.
- Review invoices and liaise with Fiscal Agent and Finance & Administration Director for processing them according to the set procedures.
- Provide guidance and support to the consultants, contractors and implementing entities working on the technical assistance, capacity building and governance activities to ensure efficient coordination with other parties.
- Provide reports on the implementation progress of projects to the Energy Project Director.
- Provide information on the implementation progress to the Energy Project Director and, as necessary, to the COO and MCA-Malawi Management Unit.
- Under the supervision of the Energy Project Director, prepare and execute a detailed Implementation Plan.
- Identify resource requirements, bottlenecks, risks, and mitigation strategies, and reports on these to the Energy Project Director.

## **Section 5: Performance Specifications and Drawings**

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- Under the supervision of the Energy Project Director coordinate with Procurement Director and oversee the procurement in the services of consultants and contractors who will undertake work related to technical assistance and capacity building.
- Contribute to the development of statements of work (SOW) for technical assistance, capacity building and governance activities, as well as interface with any Implementing Entities, Procurement Agent, MCC staff, and other key stakeholders.
- Provide all relevant information to the Energy Project Director and, as required, to other relevant MCA-Malawi Directors, including the Monitoring and Evaluation Director, Finance, Procurement, Environmental and Social Director, and Public Outreach Officer.
- Ensure stakeholder participation in project implementation and, with the Energy Project Director, represent MCA-Malawi in public forums with respect to the technical assistance, capacity building and governance activities of the Energy Projects.
- Interface with MCC staff and other donors involved in related activities.
- Interface with MCC's Independent Engineer and technical leads with other tasks and responsibilities as requested by the Energy Project Director.
- Other tasks and responsibilities as requested by the Energy Project Director.

### **Qualifications and Experience**

- The Program Officer must have appropriate educational background with at least a graduate level degree in law, business, finance, economics, accounting, or a related field.
- He/she should be an expert in power sector regulation and governance, and must have at least 10 years of experience working on issues related to the policy and regulatory environments of power sectors in developing countries, and experience in working on issues related to power sector reform and governance. Furthermore, the sector expert must have experience working with an integrated team of legal and technical experts.
- Demonstrated project oversight skills. At least seven (7) years of project management experience in the power or similar utility sector, preferably leading/coordinating technical assistance, capacity building and/or governance programs.
- Experience with power sector institutions and policies in Malawi or a similarly situated sub-Saharan African country preferred.
- Demonstrated experience overseeing corporate governance reform efforts preferred.
- Responsible and flexible attitude and capable of working with minimum supervision, i.e. ability to make independent assessment and decisions without constantly seeking approval from senior managers.
- Strong people and interpersonal skills.
- Full computer skills in email, word processing, spreadsheets, and the Internet. Experience and familiarity with MS Project or other project management software (such as Primavera) Management Information Systems is a plus.
- Excellent written and verbal communication skills in English.

## **Section 5: Performance Specifications and Drawings**

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### **Engineering Assistant, Contracts**

- Degree in engineering discipline or another relevant discipline. Appropriate professional registration/licensure is preferred plus.
- Minimum of five (5) years of professional experience in project and contract management of power projects including T&D and hydro power projects from pre-feasibility to design to construction and supervision to close out.
- Extensive experience with Energy sector institutions and policies in Malawi.
- Prior experience collaborating with high-level counterparts and thorough understanding of the procedures, policies, and goals of development assistance is desired.
- Capability of building and maintaining productive relationships with a range of actors, including Government officials, private sector partners, NGOs, and international donors.
- Responsible and flexible attitude and capable of working with minimum supervision.
- Full computer skills in email, word processing, spreadsheets, the Internet, MS Project or other project management software (such as Primavera), and familiarity with Management Information Systems.

### **Qualifications and Experience**

- A degree in engineering discipline is required. Appropriate professional registration/licensure is strongly preferred.
- Approximately five (5) years experience developing and managing procurements in systems applying international standards.
- Ability to coordinate with numerous distinct entities in overseeing and reporting on procurement activities.
- Familiarity and/or experience with international donor institutions' procurement guidelines and procedures, particularly those of the World Bank and/or US Government.
- Demonstrated ability to work collaboratively with domestic and international stakeholders and counterparts.
- Superior organizational and time management skills.
- Full computer skills in Microsoft Office applications (Word, Excel, PowerPoint), email, word processing, spreadsheets, the Internet and familiarity with Management Information Systems.
- Excellent written and verbal communication skills in English.

### **Web Assistant**

- Coordinate the web-content development and management requirements.
- Coordinate the posting of web presentations of major events and other publications.
- Assist in responding to queries received from web site visitors.
- Assist in maintaining an electronic document database for managing web site content.

## **Section 5: Performance Specifications and Drawings**

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- Conceptualize and prepare, including the creative graphics composition, layout presentation, and video-editing of, various web content.
- Prepare and update MCA-Malawi's web posting guidelines, e-mail newsletter content and design guidelines, and print resources guide on web content development and design.
- Monitor the posting of documents, hyperlinks, and graphics on the web, and advises content providers of their uploaded materials.
- Write and prepare media evaluation reports.
- Assist in preparing web team reports.

### **Qualifications and Experience**

- University degree in Communication Arts, Journalism, or related discipline.
- At least five (5) years experience in the field of development communications or journalism.
- Experience in working closely with a team of web developers, computer specialists, multimedia designers and technicians.
- Editorial experience and good understanding of how to effectively present a wide variety of information for web-based publication.
- Ability to use graphic designs, desktop publishing and multimedia development software such as Photoshop, Acrobat, PageMaker.
- Ability to use HTML editors.
- Excellent written and verbal communication skills in English.

# SECTION 6

## Activity Schedule



# SECTION 7

## Security Forms

## **Section 7 Security Forms**

### **Notes on Forms of Securities**

Samples of acceptable forms of Bid and Performance Securities are annexed. Bidders should complete the Bid Security Form, but should not complete the Performance Security forms at the time of Bid submission. Only the successful Bidder will be required to provide Performance Security in accordance with one of the forms or in a similar form acceptable to the MCA Entity.

## **Annex A: Form of Bid Security (Bank Guarantee)**

Whereas, *[name of Bidder and in the case of joint venture here should say--- a "joint venture" consisting of --(name of first firm)--, --(name of second firm) --,--(name of last firm) -- ]* (hereinafter called "the Bidder") has submitted his Bid dated *[date]* for the "*[insert the title of Non-Consultant Services]*" (hereinafter called "the Bid").

Know all people by these presents that We *[name of Bank]* of *[name of country]* having our registered office at *[address]* (hereinafter called "the Bank") are bound unto name of ***[insert full name of MCA Entity]*** (hereinafter called "***[insert short name of MCA Entity, such as 'MCA Utopialand']***") in the sum of *[The Bidder should insert the amount of the Guarantee in words and figures denominated in US Dollars. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders]* for which payment well and truly to be made to the said Client, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]*.

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by ***[insert short name of MCA Entity]*** during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 27,

we undertake to pay to ***[insert short name of MCA Entity]*** up to the above amount upon receipt of his first written demand, without ***[insert short name of MCA Entity]***'s having to substantiate his demand, provided that in his demand ***[insert short name of MCA Entity]*** will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date *[Usually 28 days after the end of the validity period of the Bid.]* days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by ***[insert short name of MCA Entity]***, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date \_\_\_\_\_ Signature of the Bank \_\_\_\_\_

**Section 7: Security Forms**

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Witness \_\_\_\_\_

Seal \_\_\_\_\_

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*[signature, name, and address]*

**Section 7: Security Forms**

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**Annex B (Alternative 1):  
Form of Performance Bank Guarantee (Unconditional)**

To: ***[Insert full name and address of MCA Entity]***

Whereas *[name and address of Service Provider]* (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute “*[insert the title of Non-Consultant Services]*” (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of 10% (ten percent) of total Contract Price, such sum being payable in US Dollars, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of 10% (ten percent) of total Contract Price as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**Annex B (Alternative 2):  
Form of Performance Bond**

By this Bond, *[name and address of Service Provider]* as Principal (hereinafter called “the Service Provider”) and *[name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto ***[insert full name and address of MCA Entity]*** as Obligee (hereinafter called “the Client”) in the amount of up to a total of 10% (ten percent) of total Contract Price for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Service Provider has entered into a Contract with the Client dated the *[day]* day of *[month]*, *[year]* for “*[insert the title of Non-Consultant Services]*” in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Client to be, in default under the Contract, the Client having performed the Client’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified bidders for submission to the Client for completing the Contract in accordance with its terms and conditions, and upon determination by the Client and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Client and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Client to the Service Provider under the Contract, less the amount properly paid by the Client to the Service Provider; or
- (3) pay the Client the amount required by the Client to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

## **Section 7: Security Forms**

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Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Client named herein or the heirs, executors, administrators, successors, and assigns of the Client.

**Section 7: Security Forms**

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In testimony whereof, the Service Provider has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[day]* day of *[month]*, *[year]*.

Signed by \_\_\_\_\_  
on behalf of *[name of Service Provider]* in the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

Signed by \_\_\_\_\_  
on behalf of *[name of Service Provider]* in the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

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<sup>i</sup> The projects described in this section are under review and subject to change in their entirety. The projects contained in a Compact may differ those described herein. The Compact would provide definition and direction to the scope of actual work to be accomplished.