

**Millennium Foundation of Kosovo**

**On Behalf of:**

**The Government of Republic of Kosovo**

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**SELECTION OF AN INDIVIDUAL CONSULTANT FOR**

**Data Quality Review Consultancy**

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**IC/ MFK/2019/024**

**02 October 2019**

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| 1. Letter of Invitation
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***Prishtina, Kosovo***

**02 October 2019**

**INDIVIDUAL CONSULTANT FOR**

**Data Quality Review Consultancy services for**

**Millennium Foundation Kosovo**

**IC/ MFK/2019/024**

The United States of America, acting through the Millennium Challenge Corporation (“MCC”) and the Government of **Kosovo** (the “Government”) have entered into a Millennium Challenge Account Threshold Program Grant Agreement assistance (a “Grant Agreement”) to help facilitate poverty reduction through economic growth in **Kosovo** (the “Program”) in the amount of approximately **49 million** USD (“MCC Funding”). The Government, acting through Millennium Foundation Kosovo (the “MCA Entity”), intends to apply a portion of the MCC Funding to eligible payments under a contract for which this Letter of Invitation (“LOI”) is issued.

The Threshold Program includes the following projects:

a) Reliable Energy Landscape Project: Demand for electricity significantly surpasses supply in Kosovo, and the country struggles with the reliability of its energy supply. This project encourages greater household energy efficiency and facilitates the switch to non-electric sources of heating through a pilot activity. MCC’s investments also work to bolster private-sector participation in the power sector by exploring barriers to finance for independent power producers, and create opportunities for women to participate in the energy sector through both employment and entrepreneurship and

b) Transparent and Accountable Governance Project: Government decision-making is often opaque, leading to distrust by the private sector and civil society, and high perceptions of corruption. Kosovo’s judiciary is one the country’s least trusted institutions. This project supports the implementation of a case management information system to make judicial information publicly available, and improvements to the collection and reporting of environmental data to the public. An open innovation competition will let the government pose their challenges to civil society and private sector stakeholders to propose creative, data-grounded solutions, which can be a model for more productive partnerships between government and civil society.

This Letter of Invitation, follows the General Procurement Notice that appeared in dgMarket on, UNDB Online and MFK website on 29 July 2019, and on the “Koha Ditore” on 30 July 2019.

**Summary of Services:**

The Millennium Foundation Kosovo now invites technical and financial proposals from eligible Individual Consultants to provide consultancy services Data Quality Review Consultancy**.**

The estimated level of efforts for the assignment is **for a period of approximately twelve (12) calendar months. The Consultant may propose adjustments to the timing and schedule of deliverables outlined below, provided that any alternative schedule remains within the twelve (12) month period that has been allocated for this contract.**, and the assignment is expected to be conducted between **December, 2019 to November 30th, 2020**.

The required qualifications for the Individual Consultant to be considered are indicated in the Terms of Reference (“TOR”) as below. Please refer to the detailed Terms of Reference included in the LOI documents.

**Application Procedure:** Consultants should register their interest by sending an e-mail (with subject: ***Data Quality Review Consultancy Services*** to the Procurement Manager on ***procurement@millenniumkosovo.org***, giving their full contact details.

Interested Individual Consultants are requested to submit their **Application/Cover Letter, CV**, the proposed approach including a detailed work proposal that describes in details how the Consultant plans to meet the requirements of the Service and **financial proposal** **as separate files in a single submission** using the four (4) forms provided for this purpose in the LOI documents.

**Selection Procedure**: The Consultant will be selected in accordance with the procedures for selection of Individual Consultants set out in the MCC Program Procurement Guidelines (P1.B.3.10) which are provided on the MCC website ([www.mcc.gov](http://www.mcc.gov)).

The selection process comprises two stages: first, MFK will select the consultant with the most appropriate CV/qualifications and experience using the criteria provided in the LOI documents then the financial offer will of the most qualified consultant will be opened. Contract award is subject to negotiations and a price reasonableness analysis.

Application/Cover Letter, current CV, the proposed approach including a detailed work proposal that describes in detail how the Consultant plans to meet the requirements of the Service and **financial proposal** shall be submitted only to the file request link below no later than **28 October 2019 at 11:00 am *(Kosovo Time).***  File Request Link:

[**Click here to submit the application for INDIVIDUAL CONSULTANT FOR Data Quality Review Consultancy**](https://www.dropbox.com/request/1uf92s7gmDp9z84dEuMc)

Yours sincerely,

Millennium Foundation of Kosovo

Att.:

The Procurement Manager

Address: str. “Migjeni” no. 21 (ex-Bank of Ljubljana Building, floor IX),

Postal Code:10000 Prishtina, Kosova

Email: procurement@millenniumkosovo.org

Phone Number: 00 383 38 752 110

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| 1. Terms of Reference
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**Acronyms**

|  |  |  |
| --- | --- | --- |
| AER |  | Apartment Energy Retrofit  |
| DHM |  | District Heating Metering  |
| DQR |  | Data Quality Review  |
| ERO |  | Energy Regulatory Office  |
| GOK |  | Government of Kosovo  |
| GSI |  | Gender and Social Inclusion  |
| HER  |  | Household Energy Retrofit |
| IEs  |  | Implementing Entities  |
| ITT |  | Indicator Tracking Table  |
| KEDS |  | Kosovo Energy Distribution System  |
| KESCO |  | Kosovo Electricity Supply Company  |
| M&E |  | Monitoring and Evaluation |
| MCC |  | Millennium Challenge Corporation |
| MFK |  | Millennium Foundation Kosovo  |
| PIEE |  | Pilot Incentives for Household Investment |
| RELP |  | Reliable Energy Landscape Project  |
| TA |  | Technical Assistance  |
| THP |  | Threshold Program  |
|  |  |  |

# INTRODUCTION

## Background

On September 12, 2017, the U.S. Government’s Millennium Challenge Corporation (MCC) and the Government of the Republic of Kosovo signed a $49 million threshold program to spur economic growth and reduce poverty in Kosovo.

Based on the Threshold Agreement, the Government of Kosovo founded the Millennium Foundation Kosovo (MFK) as the program implementing entity. The Threshold Program addresses two key constraints to Kosovo’s economic growth: an unreliable supply of electricity; and real and perceived weakness in rule of law, government accountability, and transparency. To address the identified key constraints, this program comprises two projects – the Reliable Energy Landscape Project and Transparent and Accountable Governance Project.

The overarching goal of the Kosovo Reliable Energy Landscape Project (RELP) is to support the Government of Kosovo (GoK) in increasing consumer awareness about energy saving measures and their benefits, as well as enabling lower income households to overcome the lack of ability to pay for such measures through the provision of incentives. The key factor driving poverty in Kosovo is insufficient economic growth, which contributes to fundamental issues related to unemployment, deteriorating social welfare, and business development. The lack of economic activity also reduces the resources available to the government for investing in projects and services that help mitigate poverty and support business growth.

The investment analysis performed during the development of the Kosovo THP revealed that a gap between the supply of electricity and the demand for electricity was a key constraint on economic growth. The largest electricity consumer in Kosovo is the residential sector. To date, investments by the government and donors to reduce electricity demand in this key sector has been weak. The result of this investment analysis served to define the RELP, which targets the reduction of electricity use in the residential sector through interventions that incentivize end users to invest in energy efficiency improvements and switch to more efficient heat sources.

During the RELP development phases, it was recognized that the exclusion of women and other social groups from participating in livelihood activities remains a major socio-economic issue in Kosovo. Given the enduring role of women in household affairs within Kosovo and the existing, albeit underutilized, potential of skilled women and other socially excluded groups to contribute to energy efficiency interventions, project design must be inclusive of these groups.

The RELP project is divided as follows:

Activity 1.1 - Pilot Incentives for Household Investment in EE (PIEE) comprising:

* Individual Household Energy Retrofit (HER) Rebate Scheme;
* Apartment Community Energy Retrofit (AER) Grant;
* Women Energy Entrepreneur (WEE) Technical Assistance (TA) and Grant Scheme

Activity 1.2 - District Heat Metering (DHM).

Activity 1.3 – Independent Power Producers (IPP)

Implementation of the RELP project will be performed by Implementation Consultants. The Implementation Consultants (ICs) for both PIEE and DHM activities are in selection process.

## Reliable Energy Landscape Project (RELP) - Project Overview

The fact that demand for electricity significantly outstrips supply of electricity in Kosovo is the identified problem. Households in Kosovo consume around 60% of total electricity. Household electricity demand is mainly driven by household demand for outputs like heating, lighting, cooling, and cooking. Investments in energy efficiency are made to produce the same level of output from a reduced number of units of energy input. The Reliable Energy Landscape Project of consumer awareness of energy saving measures and their benefits, and for poor households, the lack of ability to pay for them. The proposed approach to address these root causes involves a mix of awareness raising, incentive piloting (to make investments affordable to the poor), regulatory support, and technical assistance/capacity building.

The objective of the Reliable Energy Landscape Project is to reduce the current gap between energy demand and supply, by lowering energy use through piloting household investments in energy efficiency, switching to cost‐effective non‐electricity sources of heating (district heating), and reducing barriers to IPP entrants to the market. As a pilot, two of the three activities also aim to create knowledge. As such, results beyond this objective in the logic are notional and not to be causally claimed by these two activities of this Project. They are what is logically expected to happen if the pilot were to be scaled.

The adoption of energy efficiency investments by households/consumers should reduce overall electricity demand in Kosovo, thereby reducing the stress on the grid (especially in winter, when demand is very high) leading to a reduction in outages and cost savings for businesses that currently must pay for expensive mitigation measures. Reducing overall demand will also decrease the total number of days each year that demand exceeds supply, when imports of relatively expensive electricity is required. This will reduce the overall cost of electricity, and would be reflected, compared to the counterfactual, in a lower tariff or taxes.

Potential barriers to women’s activity in the labor market are a critical cross‐cutting risk that might impact the ability to deliver benefits, in particular economic and employment opportunities in a largely male‐dominated sector. The proposed approach to addressing this is through designing a set of incentives to boost women’s employment and entrepreneurship in the sector, directly tied to the economic opportunities that the project is likely to provide.

The Project logic below also shows the potential supply activity (IPP Project Finance Facilitation Activity), and how it fits into the Program logic, if we decide to include it in the Program. It directly addresses some of the longer‐term outcomes that the Program foresees.

## Fig. 1 - RELP Project Logic



# MFK M&E APPROACH

MFK Monitoring and Evaluation approach is described in details in MFK’s M&E Plan (please see it in the following link: <https://millenniumkosovo.org/mfk_documents/mfk-monitoring-evaluation-plan-updated-december-2018/>). Monitoring and Evaluation Plan serves as a guide for program implementation and management, so that Millennium Foundation of Kosovo (MFK) management staff, board, program implementers, beneficiaries, and other stakeholders understand the progress being made toward the achievement of objectives and results, and are aware of variances between targets and actual achievement during implementation.

Monitoring and Evaluation Plan is a management tool that provides the following functions:

• *Describes the program logic and expected results.* Gives details about what impacts the Threshold and each of its components are expected to produce in economic, social, and gender areas and how these effects will be achieved.

• *Sets out data and reporting requirements and quality control procedures*. Defines indicators, identifies data sources, and determines frequency in order to define how performance and results will be measured. Outlines the flow of data and information from the project sites through to the various stakeholders both for public consumption and to inform decision-making. It describes the mechanisms that seek to assure the quality, reliability and accuracy of program performance information and data.

• *Establishes a monitoring framework*. Establishes a process to alert implementers, MFK management, stakeholders, and MCC to whether or not the program is achieving its major milestones during program implementation and provides a basis for making program adjustments.

• *Describes the evaluation plan*. Explains in detail how MCC and MFK will evaluate whether or not the interventions achieve their intended results and expected impacts over time.

• *Includes roles and responsibilities*. Describes in detail the responsibilities of the M&E staff.

### Role of Data Quality Reviews (DQRs)

In order to ensure that the data collected is of acceptable quality, the Consultant shall perform an independent review of indicators, data, and data sources which are included in the M&E Plan and collected for Threshold M&E activities. The Consultant’s work will be for a period of approximately twelve (12) calendar months, from the effective start date of the contract. Based on the DQR findings and recommendations, Millennium Foundation Kosovo and the IEs will produce action plans on how they are going to incorporate the findings.

### M&E and Cross-Cutting Issues

The Kosovo Threshold has integrated social and gender assessment by ensuring compliance with the MCC Gender Policy, MCC Gender Integration Guidelines, as well as the Kosovo National Gender Policy. MFK has developed a Social and Gender Integration Plan (SGIP) which feeds-off from other work plans (like the M&E Plan) and provides entry-points for social and gender integration in the compact. MCC requirements include sex-disaggregation of relevant data, as well as gender-specific indicators which are defined through the SGIP and included in all Contractor Bidding Documents.

## MFK Data Collection Process

The Threshold program is monitored systematically and progress is reported regularly through the **Indicator Tracking Table** (ITT). There are four levels of indicators that follow from the project logic framework: (i) process; (ii) output; (iii) outcome; and (iv) goal.

The various indicator levels map to the logic and thus allow Project managers to understand to what extent planned activities are likely to achieve their intended objectives. Monitoring data is analyzed regularly to allow managers of MFK and MCC to make programmatic adjustments as necessary with a view towards improving the overall implementation and results of the Program.

**Goal** indicators measure the economic growth and poverty reduction that occur during or, most likely, after implementation of the program. For MCC Threshold Programs, goal indicators will typically be a direct measure of local income and are typically measured through post threshold evaluations. **Outcome** indicators measure the intermediate effects of an Activity or set of Activities and are directly related through the Project Logic to the output indicators. **Output** indicators directly measure Project Activities. They describe and quantify the goods and services produced directly by the implementation of an Activity. **Process** indicators measure progress toward the completion of Project Activities. They are a precondition for the achievement of output indicators and a means to ascertain that the work plan is proceeding on time.

The Indicator Definition Table provides relevant details for each indicator by Project and can be found in Annex I of **MFK’s M&E Plan** (link provided above). It provides descriptions for the indicator structure by specifying each indicator’s: (i) name; (ii) definition; (iii) unit of measurement; (iv) level of disaggregation; (v) data source; (vi) responsible party; and (vii) frequency of reporting.

To ensure that the Program is on track to meet its overall goals and objectives, the monitoring indicators are measured against established baselines and targets, derived from ex-ante economic rate of return analysis, other types of analysis, and project planning documents. The targets reflect the underlying assumptions made in program design about what each activity will likely achieve. Baselines and target levels for each indicator are defined in Annex II of MFK’s M&E Plan.

Indicators may be modified in future versions of the M&E Plan. Modification and revisions to the indicators may only be made according to the MCC M&E Policy. Any significant modifications to the indicators or other content will be summarized in Annex III of the MFK’s M&E Plan.

# SCOPE OF WORK

## Consultancy Objective

MFK is responsible for reporting data on the indicators set out in the Monitoring and Evaluation Plan (M&E Plan). The goal of the Data Quality Review (DQR) is to ensure the quality and accuracy of monitoring data and results reported from the Kosovo Threshold Program.

The objective of this DQR is to review the quality of data that are collected for the Kosovo Threshold M&E Plan, to highlight any critical weaknesses that affect the validity of the data, and to recommend concrete and feasible actions that will improve the quality of future data gathering and reporting efforts of the Kosovo Threshold M&E Plan.

The Consultant will be required to review the Kosovo Threshold indicators (listed in M&E Plan) and their data, and data collection methodologies with a view to provide MFK and its Implementing Entities (IEs) with recommendations on how to improve the quality of data used as part of the M&E Plan management.

As part of the DQR, it is expected that the Consultant will spend time at the data collection, processing and reporting sites required for the M&E Plan indicators.

The Consultant is expected to assess the quality of the data feeding into the following sets of indicators (for more details on indicators please see MFK’s M&E Plan):

**OUTPUT indicators**:

* Provide recommendations/support setup of data reporting processes from the three ICs (PIEE, DHM, and IPP).
* Recommend improvements/changes to indicators to measure outcomes in the project logic based on on-the-ground data considerations.
* Identify where data quality vulnerabilities may exist along the data reporting chain from data origin to reporting to MFK.
* Recommend mitigation measures/ capacity improvements to address data reporting vulnerabilities.

**OUTCOME Indicators**:

* PIEE:
	+ Energy Regulation Office: ERO
	+ Electric Distribution Company: KESCO/KEDS
	+ Ministry of Economic Development/Agency for Energy Efficiency (energy auditing)
* DHM: Termokos
* IPP: Kosovo Credit Guarantee Fund

DQR consultant’s work will be focused in two phases: first phase will be for OUTCOME indicators and working with the five institutions identified, and second phase will be setting up the data reporting processes with the Implementing Consultants (ICs) of the RELP project.

The timing of the first phase will be immediately after contract award, whereas the timing of the second phase will depend on the readiness of the implementing contractors and will need to be discussed with MFK. If there is significant time between phases 1 and 2, the DQR consultant will effectively put the work on hold until implementing contractors are ready to engage in the DQR process.

FOR ALL FIVE INSTITUTIONS (Outcome Indicators)

* Data reporting processes: how are indicators calculated? How are these indicators reported to outside entities? How are they stored? How long are these data stored? In what format are these data reported? How does the format align with MFK’s M&E Plan?
* Where are data quality vulnerabilities? What is the nature of uncertainty?
* Given the nature of uncertainty for each indicator, how should the indicator data be interpreted? What conclusions can be drawn from each indicator data, given the uncertainty? What conclusions would be overstating known information?

Indicators listed below reflect the understanding from the current M&E Plan (version 2). Changes to the indicators are under development. Hence, indicators listed in this RFP are illustrative, and not final.

Table 1 – List of indicators

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Indicator Level** | **Result (in Project Logic)** | **Indicator Name** | **Definition** | **Source** |
| Outcome | Reduced Electricity Consumption | Household/Business Electricity Consumption\* | Electricity Consumption Per Household/Business in Project Participant Population | KESCOs billing database  |
| Outcome | Objective: Reduced Gap Between Supply and Demand | Supply & Demand Gap | Demand minus Supply | ERO annual report |
| Outcome | Reduced Cost of Electricity | Cost of Electricity | Maximum Allowed (Authorized Revenue) | ERO  |
| Outcome | Reduced Imports | Imported Power | Quantity of Imports  | ERO  |
| Outcome | Reduced Spending on Mitigation Measures | Spending on Mitigation Measures\* | Amount Businesses Spend on Electricity Outage Mitigation Measures  | Survey |
| Outcome | Fewer Outages | System Average Interruption Frequency Index (SAIFI) | Sum of customer-interruptions in a quarter / Total number of customers connected to network in the same quarter. (Unplanned, Distribution) | ERO  |
| Outcome | Less Stress on the Power Grid | Load Factor | The average load/peak load in a specified time period (usually a year) | ERO |
| Outcome | Lowered Utility Bills | Electricity Expenditure\* | Household Total Electricity Bill | Direct bill collection through KESCO |
| Outcome | Savings Reflected in Tariff or Taxes | Tariff Rate | Cost per KWH of Electricity to Consumers | ERO tariff decision/annual report |
| Outcome | More Trained Energy Auditors | Energy Auditors Certified | Number of Certified Energy Audit Technicians | MED  |
| Output | Internships, scholarships, and employer incentives to employ females in energy efficiency; district heating | Internships and scholarships | Number of internships, scholarships, and incentives signed | Reports from the implementer/s |
| Outcome | More females employed in energy efficiency, utility, and DH jobs | Women employed in energy sector | Number of females employed in energy efficiency, utility and DH jobs | Reports from the implementer/s |
| Outcome | More effective and inclusive consumer outreach | TBD | TBD | Reports from the implementer/s |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Indicator Level** | **Result (in Project Logic)** | **Indicator Name** | **Definition** | **Source**  |
| Output | Apartment buildings retrofitted with EE improvements | Apartment buildings retrofitted  | Number of apartment buildings (entrances) retrofitted | Reports from the implementer/s |
| Output | Household incentives & behavior change designed | HH incentives and BC designed | HH incentives and BC Campaigns is designed | Reports from the implementer/s |
| Output | Energy Audit Certification Program | Energy Audit Certification Program Developed | Two-Tiered Certification Program for Energy Auditors Developed | Reports from the implementer/s |
| Output | Female entrepreneurs Invest in Energy Efficiency | Female Business Investment in Energy Efficiency (Amount) | Amount that Female entrepreneurs Investment in Energy Efficiency | Reports from the implementer/s |
| Outcome | Incentives Deployed | Value of incentives deployed to households  | Total value of disbursements provided to beneficiary households as incentives for adopting energy efficient practices | Reports from the implementer/s |
| Outcome | Incentives Deployed | Number of incentives deployed to households  |  Total number of disbursements provided to beneficiary households as incentives for adopting energy efficient practices | Reports from the implementer/s |
| Outcome | Female owned businesses become more energy efficient | Female owned businesses become more energy efficient | Total amount of savings due to energy efficiency measures | Reports from the implementer/s |
| Outcome | Incentives Deployed | Incentives Tested | Number of Variations of Incentive Packages Rigorously Tested | Reports from the implementer/s |
| Outcome | More Households Invest in Energy Efficiency | Household Investment in Energy Efficiency | Amount (USD) of Household Investment in Energy Efficiency as a result of the project | Implementer, survey with female owned businesses |
| Outcome | Results assessed | Percentage of results assessed | Percentage of results assessed | Reports from the implementer/s |
| Outcome | Energy Audits | Energy Audits Conducted | Number of Energy Audits Conducted by project implementer(s) | Reports from the implementer/s |
| Output | Incentives Deployed | Incentives Provided | Number of households provided incentives | Reports from the implementer/s |
| Output | Training Program to Qualify installers | Qualified installers | Number of qualified installers | Reports from the implementer/s |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Indicator Level** | **Result (in Project Logic)** | **Indicator Name** | **Definition** | **Source**  |
| Output | Households Metered | Meters Installed | Number of District Heating Meters Installed in Households | Implementer/s and Termokos |
| Outcome | Decreased Heat Consumption | District Heating Energy Consumption | Energy Consumption from the District Heating System per Connection in Project Participant Population | Termokos internal reports/ERO |
| Outcome | New Households Shift to District Heating | New District Heating Households | Number of Households Using District Heating | ERO/Termokos |

The Consultant will review the existing processes for generating the relevant data with the view to making recommendations for ensuring that quality data are generated and transmitted on timely basis. The Consultant shall also provide interpretation of the existing data quality with regard to what conclusions may or may not be drawn from the data.

## Criteria for Data Quality Review (DQR)

The Consultant should use the following criteria as a guide for reviewing indicators and data quality while also bringing all relevant professional expertise to the assignment and assessment.

### Data Quality Review Criteria

The criteria to be used in assessing the quality of data used in calculating indicators shall include the following principles[[1]](#footnote-1):

1. **Validity**: Data are valid to the extent that they clearly, directly, and adequately represent the result to be measured. Measurement errors, unrepresentative sampling and simple transcription errors may adversely affect data validity. Data should be periodically tested to ensure that no error creates significant bias. Potential questions to answer are:
	* Is there a relationship between indicator and program (project and/or activity)?
	* Are the indicators defined well and are data reported in an appropriate format?
	* Do the indicators accurately represent reality?
	* Do they have a verifiable source?
	* Is all necessary data present? Is there a complete coverage of data (we want to understand the level of coverage of the dataset)?
	* As appropriate, can indicators be disaggregated by age, gender, location and income level?
2. **Reliability**: Data should reflect stable and consistent data collection processes and analysis methods over time. Do data values give conflicting information? Is there:
	* 1. *Measurement Error:* for example, are there any systematic or random errors generated from the measurement of indicators? Is the equipment used to measure data properly calibrated?
		2. *Transcription Error:* Is there a process to limit transcription error? Have data errors been tracked to their original source and mistakes corrected?
		3. *Consistency:* Is the same data gathering process (including instrument and sampling process) over time and across Projects/regions? Is the data internally consistent (totals equal sum of parts, etc.)?
		4. *Transparency:* Are the procedures in writing and are problems reported?
3. **Timeliness**: Data should be available at a useful frequency and should be current to inform management decision-making. Potential questions to answer are:
* Are data collected and reported as regularly as relevant?
* Is reported data the most recent?
* Is the date of data collection clearly identified?
* What could be done to improve the speed of the system?
1. **Precision**: Data should be sufficiently accurate to present a fair picture of performance and enable project managers to make confident decisions. The expected change being measured should be greater than the margin of error. Measurement error results primarily from weakness in design of a data collection instrument, inadequate controls for bias in responses or reporting, or inadequately trained or supervised enumerators. Potential questions to answer are:
	* Is the margin of error reported?
	* Is the margin of error less than expected change in the indicator?
	* Is the margin of error acceptable for decision-making, given cost/benefit?
	* Does the target include margin of error?
2. **Objectivity/Integrity**: Data that are collected, analyzed, and reported should have mechanisms in place to reduce the possibility that data are subject to erroneous or intentional alteration. The data collector should follow agreed-upon data collection and quality control procedures to ensure consistency, reliability, objectivity, and accuracy of data. Potential questions to answer are:
	* Are data subject to political and/or personal manipulation?
	* Are there appropriate control procedures and reviews in place?
	* Is there independence in key data collection, management and assessment?
	* Is there an impartial review of entire data gathering process?
	* Is there integrity (between records)?
	* How well is MFK as a whole working to support result reporting?
	* Is there independence in key data collection, management and assessment?
	* Is there an impartial review of the entire data gathering process?
	* Is there integrity (between records)?
3. **Coverage**: we want to understand the level of coverage of the dataset. How “complete” is the dataset? What implications does the incomplete nature of the data have on the conclusions we can draw from it?

## Period of Performance

The services under this contract are expected to be conducted for a period of approximately twelve (12) calendar months. The Consultant may propose adjustments to the timing and schedule of deliverables outlined below, provided that any alternative schedule remains within the twelve (12) month period that has been allocated for this contract.

The proposed timeline is 12 months because of implementation timelines, not because of the scope of the DQR consultancy. We want to emphasize that this is not full-time work for 12 months.

## Tasks

### Familiarization with the MFK Monitoring and Evaluation System and Data Collection-Data Reporting Cycle

MFK reports to MCC on indicators presented in the M&E Plan on a quarterly basis using the Indicator Tracking Table (ITT). Implementing Entities and Implementing Consultants report to MFK on regular basis. Such data collected through IEs and ICs is reported on ITT. The consultant shall familiarize with MFK’s M&E system and data collection mechanisms, and give recommendations on how to improve such system.

**All reports will be considered draft until they are reviewed and accepted by MFK. A final deliverable is must address all comments from MFK and any other relevant stakeholders. MFK is contractually entitled to one round of review of all deliverables, at a minimum.**

### Orientation/ Kick-Off Phase

A kick-off meeting between the Consultant, MFK and MCC is expected to take place upon contract effectiveness. The purpose of the meeting is to review the detailed work program identified in the **Technical Proposal**, clarify any questions related to the SOW and assignment, and plan for the contract period. The kick-off meeting will be held in MFK’s offices, but involved parties who are not able to attend may join in through a conference call. The Consultant is expected to make all necessary travel arrangements and take care of logistics.

***Deliverable 1 – Internal Kick off Meeting Notes***

The consultant shall provide Kick-off Meeting Notes containing a written summary of the kick-off meeting.

***Deliverable 2 – Workplan***

The Consultant shall present a draft **workplan** to MFK. The deliverable will be reviewed and accepted by MFK. All deliverables should undergo the same procedure of review and acceptance.

The Draft workplan shall outline the state of the Consultant’s mobilization; phases of work including submission dates for key deliverables; and detailed calendar of work (Gantt chart). The report should provide a detailed methodology, detailed workplan involving the schedule of activities and detailed tasks, deliverables including the starting time and duration of each, phasing and interrelations, and allocation of resources for the duration of the services.

The report should include but not be limited to the following sections (not more than 5 pages):

1. Section I: Introduction
	1. Presents the consultant’s understanding of the background of the assignment as well as the objectives and scope of the consultancy services.
	2. Includes a description of the field approach and methodology to be employed in the entire conduct of the assignment.
2. Section II: Methodology
3. Section III: Work Plan
	1. Provides a detailed work plan involving the schedule of activities and detailed tasks, deliverables, reporting schedules and cash flow projections and, as relevant, associated charts.

The final workplan shall be submitted after the initial stakeholder meetings and discussion of findings, and should address all comments or concerns from MFK.

### Data Quality Review Phase

After approval of the workplan, the Consultant shall proceed to conduct its Data Quality Review in **two** phases. The Consultant shall organize all field work, and will work with MFK to organize all necessary meetings. The anticipated field work should be divided into two phases: first phase for institutions (five institutions) and second phase for implementers (three implementing consultants).

***Deliverable 3 – Data Quality Review Report for outcome indicators***

**Deliverable 3a – Draft report for outcome indicators**

As noted above in the SOW, the Consultant shall conduct a thorough review of the relevance of indicators, in other words, the Consultant should assess the indicators as defined and given, reporting/calculation, data collection and or other errors, and how they measure and relate to the program logic and results intended by the Kosovo Threshold Program. The review should help MFK and its partners understand the analytical limitations of indicators, identify gaps in the current pool of indicators, and identify ways to improve on the monitoring of the Threshold program.

The Data Quality Review report should include the following sections:

1. Executive Summary of Key Findings
2. Overview of the program logic and key indicators
3. Assessment of Indicators
	1. Includes an outline of the shortcomings of the indicators used to develop the program logic/ITT and suggest mitigation measures for addressing the identified shortcomings.
4. Data Verification
	1. Baselines and Targets identification and discussion
	2. New Data Sources Recommended
5. Data Collection Procedures, Processes and Reporting
	1. A description, for each indicator, of how the data gets produced from start to the data reported in the ITT.
	2. Outline the shortcomings of the data collection procedures, processes and reporting.
	3. An assessment on the management of data assets. The Consultant is expected to prepare an inventory on each data asset and assess its management based on agreed criteria.
	4. If new equipment is required to ensure or improve the quality of data collection, identify and cost out any additional equipment and sampling strategies for measuring and verifying the quality resulting from the Compact investments.
6. Detailed Recommendations
	1. Recommendations should be cost-effective and clearly actionable. The Consultant will draft a work plan stipulating the timing, level of effort for responsible parties, and any associated costs for executing the recommendations as part of the report to be exercised before the next data quality review where applicable.
	2. In order to ensure the sustainability and impact of these activities, the Consultant’s recommendations should also, to the extent possible, focus on building M&E capacity within sector institutions, particularly the implementing entities as well as MFK.
7. Annexes- to include, but not be limited to:
	1. *Annex I* **–** Diagram of data flow for each data source. This should summarize the process by which data for each indicator is produced.
	2. *Annex II –* DQR forms that include information about the reviewed Organizations/Implementing Entities and an inventory of each data asset/source detailing the management of information and data gathered.
	3. *Annex III - Draft Data Quality Review Manual:* The Draft Data Quality Manual shall be submitted after receiving comments from MFK on deliverable (3a). The report should include but not be limited to the following sections: first section presents overview of approach, key objectives and concepts in performing a Data Quality Review; Section II: Key Tasks, Roles, Responsibilities and Timeline for Reporting; Section III: Methods/Guidance on data collection and measurement for each M&E Plan indicator; Section IV: DQR Procedures, Recommend appropriate tools, protocols and procedures that MFK and Implementing Entities may use for routine data quality reviews. Provide specific guidance and/or templates on how MFK and Implementing Entities should plan and execute internal data quality reviews of all indicators and data used in the M&E plan. Identify processes and procedures for subsequent third-party data quality reviews to be conducted annually through Compact close-out.
	4. *Annex IV –* all the deliverables produced under the assignment. Annotated Bibliography-- this shall include: A. List of documents reviewed (where new documents have been obtained, the Consultant should submit them to MFK with the main report). B. List of participants including interviewees by institution/Implementing Entity. C. Updated data (if necessary).

It is anticipated that implementation of recommendations made by the Consultant may require clarification beyond what can be conveyed in a report and, further, that the MFK staff will want to discuss the recommendations once they have been submitted in written form. MFK staff will discuss the Consultant’s recommendations and will communicate any comments on the recommendations requiring modification and/or issues requiring further clarification.

**Deliverable 3b – Presentation of Initial Findings & Discussion with Stakeholders**

The Consultant shall present and discuss findings from the Draft Data Quality Review Report within five (5) working days of receiving comments from MFK of the Draft DQR Report. The presentation will be in Albanian/English and will be attended by key stakeholders, as agreed to in advance with MFK. The list of stakeholders may include, but are not limited to, MCC and MFK Management teams, Implementing Entities, and implementers.

The Consultant is expected to circulate a PowerPoint presentation of the report 2-3 days in advance of the presentation to MFK and all stakeholders that will be invited to the workshop. MFK will make all necessary arrangements for the presentation (facilities, logistics, schedules, etc.) in consultation with the Consultant. Comments provided by the stakeholders will be incorporated into the final main report for the data quality review.

**Deliverable 3c – Final Data Quality Review Report for outcome indicators**

The Final Data Quality Review Report for outcome indicators shall be submitted 10 working days after the stakeholder meetings and discussion of findings, and should address all comments or concerns from MFK, or as mutually agreed between MFK and the consultant.

***Skills Requirements and Capacity Building***

The Skills Requirements and Capacity Building chapter shall be part of the final Data Quality Review Report for both sets of indicators (deliverable 6 and 9). The chapter should include but not be limited to the following sections:

Section I: Summary of Recommendations; Section II: Assessment of Skills Requirements by data asset/source management: a. Identify cost-effective capacity development interventions for MFK and its Implementing Entities. This may include drafting detailed Job Descriptions and/or ToR for the required skills, identifying training opportunities, new equipment, and a strategy and metrics to assess continued improvement. b. If determined that it is necessary in the previous phase, prepare ToR for the equipment including specification requirements and estimated costs; Section III: Capacity Building Program: a. Any capacity building program should be cost effective and should be linked to key performance objectives and outcomes.

***Deliverable 4 – Data Quality Review Report for output indicators***

**Deliverable 4a:** Draft Report for output indicators. Similar content to Data Quality Report for outcome indicators.

**Deliverable 4b – Presentation of Initial Findings & Discussion with Stakeholders**

The Consultant shall present and discuss findings from the Draft Data Quality Review Report or output indicators within five (5) working days of receiving comments from MFK of the Draft DQR Report. The presentation will be in Albanian/English and will be attended by key stakeholders, as agreed to in advance with MFK. The list of stakeholders may include, but are not limited to, MCC and MFK Management teams, Implementing Entities, and implementers.

The Consultant is expected to circulate a PowerPoint presentation of the report 2-3 days in advance of the presentation to MFK and all stakeholders that will be invited to the workshop. MFK will make all necessary arrangements for the presentation (facilities, logistics, schedules, etc.) in consultation with the Consultant. Comments provided by the stakeholders will be incorporated into the final main report for the data quality review.

**Deliverable 4c – Final Data Quality Review Report for output indicators**

The Final Data Quality Review Report for output indicators shall be submitted 10 working days after the stakeholder meetings and discussion of findings, and should address all comments or concerns from MFK.

**Summary of Deliverables**

**Table 2: Deliverables and Associated Number of Working Days**

| **­** | **DQR Activity** | **No. of Working Days** |
| --- | --- | --- |
|  | **Inception** |  |
| 1 | Initial kick-off meeting  | **1** |
| 2 | Consultant Submits kick-off meeting notes [Deliverable 1] | **2** |
| 3 | Consultant submits draft workplan [Deliverable 2] | **5** |
| 4 | Consultant incorporates comments & submits Final workplan [Deliverable 3] | **5** |
|  | **Field Work** |  |
| 5 | DQR Phase I (Deliverables 3)- Field work for outcome indicators  | **20** |
| 6 | DQR Phase II (Deliverables 4) Field work for output indicators  | **20** |
|  | **Data Analysis and Report Writing** |  |
| 7 | Consultant submits draft Data Quality Review Report for outcome indicators [Deliverable 3a] | **15** |
| 8 | Consultant presents initial findings on Data Quality Review Report for outcome indicators [Deliverable 3b] | **5** |
| 9 | Consultant incorporates comments & submits Final Data Quality Review Report for outcome indicators [Deliverable 3c] | **10** |
| 10 | Consultant submits draft Data Quality Review Report for output indicators [Deliverable 4a] | **15** |
| 11 | Consultant presents initial findings on Data Quality Review Report for output indicators [Deliverable 4b] | **5** |
| 12 | Consultant incorporates comments & submits Final Data Quality Review Report for output indicators [Deliverable 4c] | **10** |
|  | **Total number of working days**  | **113** |

\* MFK Review of Draft Skills Requirements and Capacity Building Report is concurrent with Consultant Drafting of Data Quality Review Manual

The Consultant may propose adjustments to the timing and schedule of deliverables outlined above, provided that any alternative schedule remains within the twelve (12) month period that has been allocated for this contract.

The Consultant should note that MFK will review draft reports and deliverables and provide feedback within 10 working days.

# FACILITIES, EQUIPMENT AND START-UP

## Facilities and Equipment to be provided by the Consultant

The primary duty location of the Consultant shall be Kosovo. The Consultant is expected to have presence in country during the period of performance. The Consultant is expected to travel to project sites and offices for all IEs where necessary.

The Consultant shall also be responsible for ensuring appropriate transportation that meets the requirements of the assignment, including field visits, surveys, regular and/or ad-hoc trips to project sites. The Consultant shall be responsible, wherever applicable, for comprehensive insurance.

The Consultant shall be responsible for all the requisite resources; office space; transportation (local and overseas); accommodation; stationary; communications; computers and its accessories; translations/interpretation (if needed); insurance (as applicable); and other costs related to the undertaking of his/her responsibilities. No reimbursable costs will be paid.

## Support from MFK and all Implementing Entities

MFK will provide the Consultant the following information and support:

1. Access to all reports, drawings, maps, data and other necessary documents related to the Project that may already be available.
2. Letters of introduction to facilitate access to various stakeholders, ministries, governmental authorities and agencies whose activities and roles are essential to the mission of the Consultant.
3. Assist in issuing visas for entry and exit for the Consultant.
4. Facilitation of issuance of any permit required for personnel of the Consultant to perform its tasks in Kosovo.
5. Facilitation of the import and export of equipment required for the Consultant's performance of consulting services, and property belonging to the Consultant.
6. Provide support to stakeholder workshops by arranging all the logistics, including locations, snacks, and any other costs.

The Consultant will be provided all necessary documentation on the Threshold and M&E Plan. These documents shall include, but not limited to, the following:

1. Threshold Agreement, which includes a summary of M&E Plan (Annex III); the Threshold agreement is also available on the website [www.mcc.gov](http://www.mcc.gov)).
2. Latest version of the M&E Plan for the MFK.
3. Data collected for Threshold indicators received from IEs, etc.).
4. Relevant MCC Policies: MCC Policy for Monitoring and Evaluation of Compact and Threshold programs, MCC Guidance for Economic and Beneficiary Analysis, MCC Guidance for Common Indicators, MCC Gender Policy and Gender Integration Guidelines (available on the website [www.mcc.gov)](http://www.mcc.gov)).
5. Related reports used during the development of the Compact activities:
	1. Economic Constraints Analysis Report.
	2. Project Feasibility Study Report.
	3. All relevant on-going studies and program planning documents.

The information presented above will allow the Consultant to familiarize themselves with the Compact’s projects and activities, its targets or intended results and key indicators.

# DELIVERABLES AND PAYMENT SCHEDULES

It is estimated that not more than twelve (12) months of services will be required. During these twelve months, the Consultant is expected to provide 113 working days’ worth of services. The work will be divided in two phases: phase one related to outcome indicators and phase two related to output indicators (note that in between the two phases there might be a time gap).

The Consultant shall be expected to be available during the entire duration of the services and shall be responsible for management of the services. This includes supervision and management of the consultancy, liaison with the MFK and other parties, office management, and ensuring quality control of services. As part of project management, a number of meetings between the MFK and the Consultant may be scheduled at any point in time. The Consultant shall produce minutes of all proceedings. The Consultant shall submit all the deliverables to the MFK Monitoring and Evaluation Director for approval.

The Consultant shall produce the reports generally described in table below to the highest international technical standards. The following is the list of deliverables that are expected from the Consultant, their contents, and general times of submission. The Consultant will propose a schedule for precise times of submission in the Inception Report.

**Table 3: Deliverable Specifications and Funds Disbursement**

| **Sn.** | **Report Title** | **Copy Type (electronic or hard)** | **Reporting Format/Special requirements** | **Funds Disbursement** |
| --- | --- | --- | --- | --- |
|  | Kick-Off Meeting Notes | Electronic copies  | Soft copies in MS Word | **10% to be disbursed after approval of Final Workplan** |
|  | Workplan: Draft | Electronic copies  | Soft copies in MS Word. Draft report should be presented to MFK for discussions and feedback |
|  | Initial Stakeholder Meetings | Electronic copies | Soft copies in MS Word or PowerPoint |
|  | Workplan: Final  | Electronic copies  | Soft copies in MS Word |
|  | Draft Data Quality Review Report for **outcome** indicators  | Electronic copies  | Soft copies in MS Word. Draft report should be presented to MFK for discussions and feedback | **50% after approval of Final DQR Report for outcome indicators** |
|  | Presentation of Initial Findings for **outcome** indicators | Electronic copies  | Soft copies in MS Word. Draft report should be presented to MFK for discussions and feedback |
|  | Final DQR Report for **outcome** indicators | Electronic copies  | Soft copies in MS Word. Draft report should be presented to MFK for discussions and feedback |
|  | Draft Data Quality Review Report for **output** indicators  | Electronic copies  | Soft copies in MS Word. Draft report should be presented to MFK for discussions and feedback | **40% after approval of Final DQR Report for output indicators** |
|  | Presentation of Initial Findings for **output** indicators | Electronic copies  | Soft copies in MS Word. Draft report should be presented to MFK for discussions and feedback |
|  | Final DQR Report for **output** indicators | Electronic copies  | Soft copies in MS Word. Draft report should be presented to MFK for discussions and feedback |

The Consultant should note that payment of fees for the services is linked to acceptance of individual deliverables by MFK. The Consultant should note that: **all reports will be considered draft until they are reviewed and accepted by MFK.**

# MANAGEMENT OF THE SERVICES

## Consultant qualifications

The Consultant is expected to provide appropriate expertise that will bring inputs as per the work program.

*Qualifications and skills*

1. A minimum qualification of a Master’s Degree in Energy Economics and/or Statistics, or related field (Energy).

*General professional experience:*

1. At least five (5) years of general experience in collecting and analyzing data.
2. At least five (5) years of experience with similar assignments.
3. Strong quantitative data collection and analytical skills especially for routine data.
4. At least five (5) years of general experience in analyzing Energy sector data, including experience with indicators relating to energy performance.
5. Experience conducting Data Quality Reviews.

*Specific professional experience*

1. Experience in performance monitoring issues and/or data quality audits of at least three (3) similar projects, preferably in the Energy sector and in developing countries.
2. At least five (5) years of experience in managing large and multi-sector development projects.
3. Fluency in written and spoken English.
4. Computer literate.
5. Fluency in PowerPoint and experience using it to present to stakeholders
6. Experience working in the region or other developing countries
7. Experience working in Kosovo is favorable.

## Reporting Requirements

All reports shall be submitted electronically and in English. All documents should be submitted in Microsoft Word. Spreadsheets should be submitted in Microsoft Excel. Schedules should be submitted in Microsoft Project. Digital photo files should be submitted in JPG format. Any GIS data should be submitted in both ArcGIS and PDF format with base shape and raster files. Any presentations should be submitted in Microsoft PowerPoint. Any raw data not submitted through spreadsheets should be submitted in either Microsoft Access (\*.accdb file), STATA (\*.dta file), or SPSS (\*.sav file). Any other format(s) must be agreed upon by MFK and MCC.

The contract title and number shall be placed on each report. In addition, each report shall be accompanied by a letter or other document that clearly identifies the specific report/deliverable being presented.

Packaging and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. The contract title and number shall be placed on each package, report, or other deliverable.

The MCC and MFK shall be acknowledged in any research or reports funded under this Contract.

|  |
| --- |
| 1. Evaluation Criteria
 |

The Consultant is required to obtain a minimum of [***75***] points in order to qualify. The Consultant with the highest score above the [***75***] points threshold will be recommended for award subject to satisfactory references being obtained and agreement on the rate and contents of the Financial proposal.

In the event that a Contract cannot be agreed between MFK and the first-ranked Consultant, the second-ranked Consultant will then be invited for negotiations.

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

|  |  |  |
| --- | --- | --- |
| **ITEM** | **CRITERIA** | **POINTS** |
| **1** | ***Education and Qualifications*** | **10** |
| 1.10 | A minimum qualification of a Master’s Degree in Energy Economics and/or Statistics, or related field (Energy). | 10 |
| **2** | ***Experience of the Individual Consultant*** | **60** |
| 2.10 | At least five (5) years of general experience in collecting and analyzing data. | 10 |
| 2.11 | At least five (5) years of experience with similar assignments. | 10 |
| 2.12 | Strong quantitative data collection and analytical skills especially for routine data. | 10 |
| 2.13 | At least five (5) years of general experience in analyzing Energy sector data, including experience with indicators relating to energy performance. | 10 |
| 2.14 | Experience conducting Data Quality Reviews. | 5 |
| 2.15 | Experience in performance monitoring issues and/or data quality audits of at least three (3) similar projects, preferably in the Energy sector and in developing countries. | 5 |
| **3** | ***Understanding of the scope of work and the proposed approach, including a detailed work proposal that describes in detail how the Consultant plans to meet the requirements of the Service.*** | **30** |
| 3.10 | Technical approach and methodology. | 20 |
| 3.11 | Proposed work plan. | 10 |
|  | **Total Score** | **100** |

*The Consultant is required to obtain a minimum of [****75****] points in order to qualify.*

|  |
| --- |
| 1. Proposal Forms
 |

**APPLICATION/COVER LETTER**

[***Location, Date***]

Millennium Foundation of Kosovo Att.: The Procurement Manager Address: str. “Migjeni” no. 21 (ex-Bank of Ljubljana Building, floor IX), Postal Code: 10000 Prishtina, Kosova Email: procurement@millenniumkosovo.org
Phone Number: 00 383 38 752 110

Dear Sir,

Re: Procurement of Consultant Services for Data Quality Review Consultancy

REF No: IC-MFK- 2019/023

Dear Sir/Madam,

I, the undersigned, offer to provide the consulting services for the above-mentioned assignment in accordance with Letter of Invitation dated 02 October 2019

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

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

I hereby certify that I are not engaged in, facilitating, or allowing any of the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines and that I will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Further, I hereby provide my assurance that the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines will not be tolerated by myself. Finally, I acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract. I further certify that I am eligible to be awarded an MCC-funded contract as per Part 10 of the MCC Program Procurement Guidelines.

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

My submission is subject to modifications arising from Contract negotiations.

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

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

Yours Sincerely,

[Authorized Signatory]

[Name and Title of Authorized Signatory]

**Curriculum Vitae (CV) Form**

|  |  |
| --- | --- |
| 1. **Name**
 | [Insert full name]  |
| 1. **Date of Birth**
 | [Insert birth date] |  |  |
| 1. **Nationality**
 | [Insert nationality] |  |  |
| 1. **Email**
 | [Insert Email] |  |  |
| 1. **Education**
 | [Indicate college/university and other specialized education, giving names of institutions, degrees obtained, and dates of obtainment]. |
| 1. **Membership in Professional Associations**
 | [insert information] |
| 1. **Other Training**
 | [Indicate appropriate postgraduate and other training] |
| **Countries of Work Experience** | [List countries where the consultant has worked in the last ten years] |
| **Languages** | [For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing]  |
|  | Language | Speaking | Reading |  Writing |
| **Employment Record** | [Starting with present position, list in reverse order every employment held by the consultant since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.] |
|  | From [month] [year]: | To [month] [year]: |
|  | Employer: |
|  | Position(s) held:PPre |
| **Work undertaken that best illustrates capability to handle the tasks assigned** | [Among the assignments in which the consultant has been involved, indicate the following information for those assignments that best illustrate his/her capability to handle the tasks listed in the LOI] |
|  | Name of assignment or project: |  |
|  | Year: |  |
|  | Location: |  |
|  | MCA Entity: |  |
|  | Main project features: |  |
|  | Position held: |  |
|  | activities/tasks performed: |  |

**References**:

[*List at least three individual references with Substantial knowledge of your work. Include each reference’s name, title, phone and e-mail contact information.* ***MCA-Entity*** *reserves the right to contact other sources as well as to check references, in particular for performance on any relevant MCC-funded projects.]*

**Certification**:

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

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

Signature

Date

**FINANCIAL PROPOSAL SUBMISSION FORM**

[***Location, Date***]

Millennium Foundation of Kosovo Att.: The Procurement Manager Address: str. “Migjeni” no. 21 (ex-Bank of Ljubljana Building, floor IX), Postal Code:10000 Prishtina, Kosova Email: procurement@millenniumkosovo.org
Phone Number: 00 383 38 752 110

Dear Sir,

**Re: Procurement of Consultant Services for DATA QUALITY REVIEW CONSULTANCY**

**REF No: IC-MFK- 2019/023**

Dear Sir/Madam,

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

***[Include salary[[2]](#footnote-2) history for the past three years]****.*

[***Include fully loaded fee including airfare, accommodation, per diem and other expenses***]

|  |  |
| --- | --- |
|  | Price |
| US$ |
| Total Price of Financial Proposal  |  |

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

Yours Sincerely,

[Authorized Signatory]

[Name and title of Signatory]

|  |
| --- |
| 1. Condition of Contract and Contract
 |



**Contract for Consultant’s Services**

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

**Between**

**Millennium Foundation of Kosovo**

**and**

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

**for**

**DATA QUALITY REVIEW CONSULTANCY SERVICES**

**Dated: [*Date*]**

# Form of Contract

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

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

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

1. This Contract, its meaning, interpretation and the relation between the Parties shall be governed by the applicable law of **Kosovo***.*
2. The Contract is signed and executed in English language, and all communications, notices and modifications related to this Contract shall be made in writing and in the same language.
3. The total Contract price is *[insert amount Euro]* and is inclusive of local taxes. The contract price includes all costs associated with the assignment, including remuneration of the Consultant (foreign and local, in the field and at the Consultants’ home office), travel expenses, accommodation, per diem and other expenses.
4. The expected date for the commencement of the Services is **October 23rd, 2019** at MFK premises. The time period shall be **October 23rd 2019 to November 1st, 2019, 5 working days.** If there is a higher volume of applications received, there will be an extension in the number of working days
5. The MCA**-**Entity designatesthe**[*Insert Name and Title reporting Point of Contact*]**as the MCA-Entity’s reporting point of contact.
6. Any dispute, controversy or claim that cannot be amicably settled between the parties and arising out of, or relating to this Contract or the breach, termination or invalidity thereof, shall be finally settled under the auspices of the Arbitration Center at the American Chamber of Commerce in Kosovo in accordance with the Arbitration Rules of the Arbitration Center at American Chamber of Commerce.

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

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

(b) Appendices:

Appendix A: Description of Services and Reporting Requirements

Appendix B: CV of the Expert

Appendix C: Bank Details of Consultant

Appendix D: Negotiated Staffing Schedule

SIGNED:

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

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

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

*[Consultant – name and signature]*

**General Conditions of Contract**

|  |  |
| --- | --- |
| Corrupt and Fraudulent Practices  | 1.1 The Millennium Challenge Corporation (“MCC”) requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1**. |
| Commissions and Fees Disclosure | 2.1 The MCA Entity requires that the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by MCC. |
| Force Majeure |  |
| a. Definition | 3.1 For the purposes of this Contract, “Force Majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party’s reasonable diligence, and (d) makes such Party’s performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| b. No Breach of Contract | 3.2 The failure of a Party to fulfil any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure. |
| c. Measures to be Taken | 3.3 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.3.4 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.3.5 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the MCA Entity, shall either: (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the MCA Entity, in reactivating the Services; or(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.3.6 In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled in accordance with GCC Clause 17. |
| Suspension | 4.1 The MCA Entity may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding seven (7) calendar days after receipt by the Consultant of such notice of suspension or if MCC has suspended disbursements under the Threshold Program. |
| Termination | 5.1 This Contract may be terminated by either Party as per provisions set out below. The Contract has a term of **x** months that starts upon signature of this contract. The contract will terminate on its own when the term expires at **[XXX date].** |
| a. By the MCA Entity | 5.2 The MCA Entity may terminate this Contract with at least fourteen (14) calendar days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause: (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract after being notified by the MCA Entity in writing by specifying the nature of the failure and requesting to remedy it within at least ten (10) calendar days after the receipt of the MCA Entity’s notice;(b) If the Consultant becomes insolvent or bankrupt;(c) If the Consultant, in the judgment of the MCA Entity, has engaged in integrity violations as defined in Attachment 1 or if in the judgment of the MCA Entity, continuing the Contract will be detrimental to the interests or reputation of the MCA Entity, or the project;(d) If the MCA Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.(e) If the Threshold Program has been terminated or MCC has suspended disbursements under the Threshold Program. If this Contract is suspended pursuant to this GCC Sub-Clause 5.2 (e) the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA Entity during the period of the suspension. |
| b. By the Consultant | 5.3 The Consultant may terminate this Contract, upon written notice to the MCA Entity in accordance with the time period specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC Sub-Clause 5:1. If the MCA Entity fails to pay any money due to the Consultant pursuant to this Contract that is not otherwise subject to dispute pursuant to GCC Clause 17 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the MCA Entityto the Consultant within such thirty (30) days.
2. If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
3. If the MCA Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
4. If the Consultant does not receive a reimbursement of any Taxes that are exempt under the Threshold Program within one hundred and twenty (120) days after the Consultant gives notice to the MCA Entity that such reimbursement is due and owing to the Consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the Consultant within such thirty (30) days.
5. If this Contract is suspended in accordance for a period of time exceeding three (3) consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with GCC Sub-Clauses 5.2 (e) or (i) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
 |
| Obligations of the Consultant |  |
| a. Standard of Performance | 6.1 The Consultant shall carry out the Services with due diligence and efficiency, and shall exercise such reasonable skill and care in the performance of the Services as is consistent with sound professional practices.6.2 The Consultant shall act at all times so as to protect the interests of the MCA Entity and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practice~~s~~. |
| b. Compliance | 6.3 The Consultant shall perform the Services in accordance with the Contract and the applicable law of **Kosovo.** |
| c. Conflict of Interest | 6.4. The Consultant shall hold the MCA Entity’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.6.5 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.6.6 The Consultant shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.6.7 The Consultant has an obligation shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the MCA-Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract. |
| Confidentiality | 7.1 Except with the prior written consent of the MCA Entity, the Consultant shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant, make public the recommendations formulated in the course of, or as a result of, the Services. |
| Insurance to be taken out by the Consultant | 8.1 The Consultant shall take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the MCA Entity. The Consultant shall ensure that such insurance is in place prior to commencing the Services.8.2 The MCA Entity undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, for purpose of the Services, nor for any dependent of any such person. 8.3 The MCA Entity reserves the right to require original evidence that the Consultant has taken out the necessary insurance. |
| Accounting, Inspection and Auditing | 9.1 The Consultant shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.9.2 The Consultant shall permit MCC and/or persons appointed by MCC to inspect the site and/or all accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by MCC if requested by MCC.  |
| Reporting Obligations | 10.1 The Consultant shall submit to the MCA Entity the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in said Appendix.  |
| Proprietary Rights of the MCA Entity in Reports and Records | 11.1 All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the MCA Entity in the course of the Services shall be confidential and become and remain the absolute property of the MCA Entity unless otherwise agreed by the MCA Entity in writing. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MCA Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the MCA Entity.(a) The Consultant shall indemnify the MCA Entity from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the MCA Entity during or in connection with the Services by reason of i) infringement or alleged infringement by the Consultant of any patent or other protected right, or ii) plagiarism or alleged plagiarism by the Consultant. (b) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant from the MCA Entity funds or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.” |
| Description of Job Description of Consultant | 12.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of the Consultant are described in **Appendix A.**  |
| MCA Entity’s Payment Obligation  | 13.1 In consideration of the Services performed by the Consultant under this Contract, the MCA Entity shall make such payments to the Consultant for the Services specified in Appendix A and in such manner as described: **Payment will be made upon completion and satisfactory delivery of Outputs.** |
| Mode of Billing and Payment | 14.1 The payments under this Contract shall be made in accordance with the payments provisions as described in GCC 13.1 14.2 Payments do not constitute acceptance of the whole Services nor relieve the Consultant of its obligations.  |
| Interest on Delayed Payments | 15.1 If the MCA Entity has delayed payments beyond thirty (30) days after the payment date determined in accordance with interest shall be not paid to the Consultant for each day of delay. |
| Taxes and Duties | * 1. Except as may be exempted pursuant to the Threshold Program or another agreement related to the Threshold Program, available in English at **http://millenniumkosovo.org/mfk\_documents/threshold-program-agreement/**, the Consultant, may be subject to certain Taxes as defined in the Threshold Program on amounts payable by the MCA Entity under this Contract in accordance with Applicable Law (now or hereinafter in effect). The Consultant, shall pay all Taxes levied under Applicable Law. In no event shall the MCA Entity be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Consultant, the contract price shall not be adjusted to account for such Taxes.
	2. The Consultant, shall follow the usual customs procedures of the MCA Country in importing property into the MCA Country.
	3. If the Consultant does not withdraw, but dispose of any property in the MCA Country upon which customs duties or other Taxes have been exempted, the Consultant, (i) shall bear such customs duties and other Taxes in conformity with Applicable Law, or (ii) shall reimburse such customs duties and Taxes to the MCA Entity if such customs duties and Taxes were paid by the MCA Entity at the time the property in question was brought into the MCA Country.
	4. Without prejudice to the rights of the Consultant under this clause, the Consultant, will take reasonable steps as requested by the MCA Entity or the Government with respect to the determination of the Tax status described in this GCC Clause 16.
	5. If the Consultant is required to pay Taxes that are exempt under the Threshold Program or a related agreement, the Consultant shall promptly notify the MCA Entity (or such agent or representative designated by the MCA Entity) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by the MCA Entity, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.
	6. The MCA Entity shall use reasonable efforts to ensure that the Government provides the Consultant, the exemptions from taxation applicable to the Consultant, in accordance with the terms of the Threshold Program or related agreements. If the MCA Entity fails to comply with its obligations under this paragraph, the Consultant shall have the right to terminate this Contract.
 |
| Amicable Settlement of disputes | 17.1 The Parties shall seek to resolve any dispute amicably by mutual consultation. |
| Dispute Resolution | 18.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to and determined by a sole arbitrator to be appointed by agreement between the Parties or in default of agreement by the Parties, under the auspices of the Arbitration Center at the American Chamber of Commerce in Kosovo in accordance with the Arbitration Rules of the Arbitration Center at American Chamber of Commerce .The arbitration shall be held in Prishtina and the language of the arbitration shall be English. The arbitral award shall be final and binding. Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract.18.2 MCC has the right to be an observer to any arbitration proceeding associated with this Contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding. Whether or not MCC is an observer to any arbitration associated with this Contract, the Parties shall provide MCC with written English transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (a) each such proceeding or hearing or (b) the date on which any such award is issued. MCC may enforce its rights under this Contract in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel. |

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

The MCC’s policy on preventing, detecting and remediating Fraud and Corruption may be found at the following link:

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

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

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

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

**APPENDICES**

Appendix A – Description of services and Reporting Requirements

Appendix B - Consultant CV

Appendix C – Consultant Bank Details

1. The consultant may include additional measures or modifications. Any changes proposed should be agreed to prior to implementation of data quality review. [↑](#footnote-ref-1)
2. Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances [↑](#footnote-ref-2)