

**MILLENIUM FOUNDATION OF KOSOVO**

**On Behalf of:**

**The Government of Kosovo**

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**SELECTION OF AN INDIVIDUAL CONSULTANT FOR**

**INDIVIDUAL CONSULTANT FOR THE THRESHOLD PROGRAM CLOSURE**

**IC/ MFK/2021/024**

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**15 October 2021**

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| 1. Letter of Invitation |

**Prishtina, Kosovo**

**15 October 2021**

**Individual Consultant for the Threshold Program Closure**

**for**

**Millennium Foundation Kosovo**

**IC/ MFK/2021/024**

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 Threshold Program Grant Agreement for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Kosovo (the “Threshold Program Grant Agreement”) in the amount of approximately forty-nine million Dollars [US $ ***Threshold Program 49 million*** (“MCC Funding”). The Government, acting through the Millennium Foundation Kosovo (the “MFK”), 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:

1. 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.
2. 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.

**Summary of Services:**

The Millennium Foundation Kosovo now invites technical and financial proposals from eligible Individual Consultant to provide the consultant services to draft and develop the PCP for MFK**.**

**Contract start date and duration**. The location of the assignment Kosovo. Due to pandemic COVID 19 and for the duration of such measures set by the respective Governments, teleworking may also be an operational option. The Base Period of the Contract shall expire on September 30, 2022. The Contract shall also include an option period that commences on October 1, 2022 and extend for a period that may be more or less than one month, but shall, at the latest, terminate no later than one hundred twenty (120) days following the scheduled September 30, 2022 expiration of the THP. MFK, at its sole discretion, may exercise this option. It is during this option period that the Consultant may be required to perform the optional tasks.

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 but among other requirements, these qualifications include:

The Consultant is expected to undertake Tasks 1-4 during the Base Period of the Contract. The Consultant will be expected to conduct the review and analysis described below, as well as produce one or more drafts of the PCP for MFK.

MFK may exercise its option to require the Consultant to undertake Tasks 5-6.

Task 1: Preliminary Review and Analysis of Closure Related Information on the MFK Threshold

Task 2: Development of the Initial Draft PCP

Task 3: Development of the Final Draft PCP

Task 4: Development of a PCP that is approved by the MFK Board of Directors and MCC

OPTIONAL TASKS

Task 5: Coordinating the implementation of the PCP

Task 6 : Amendments to the approved PCP

**Application Procedure:** Consultants should register their interest by sending an e-mail (with subject: **Individual Consultant for the Threshold Program Closure** to the Procurement Manager on [procurement@millenniumkosovo.org](mailto:MCANepalPA@cardno.com), giving their full contact details.

**Documents comprising the proposal are listed below and shall be submitted to the**

**address below no later than 22 October 2021; 16:00pm (Kosovo Time):**

Interested Individual Consultants are requested to submit their applications using the forms under section four (4) *Proposal Forms* provided for this purpose in the LOI documents.:

* **Application/Cover Letter (as per form provided in section *4. Proposal Forms)*;**
* **Current CV (as per form provided in section *4. Proposal Forms)*;**
* **Financial proposal (as per form provided in section *4. Proposal Forms)***

Proposals should be submitted only by Dropbox File Request Link:

<https://www.dropbox.com/request/fayv8VQqUhmSh3JhT9l0>

Please note that only electronic applications submitted via the above-mentioned **Dropbox File Request Link** shall be accepted. Submissions by **hard copy or by email are not acceptable** and shall culminate in LOI rejection.

**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.

**Bid Challenges:** The applicants may challenge the results of a procurement only according to the rules established in the Interim Bid Challenge System developed by the MFK and approved by MCC. The rules and provisions of the Interim Bid Challenge System are as published on the MFK’s website: [www.millenniumkosovo.org](http://www.millenniumkosovo.org)

Yours sincerely,

Millennium Foundation Kosovo

Petrit Selimi

Att.: Chief Executive Officer

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

Postal Code:10000 Prishtina, Kosova

Email: [procurement@millenniumkosovo.org](mailto:procurement@millenniumkosovo.org)

Phone Number: 00 383 38 752 110

2. Terms of Reference

**Individual Consultant for the Threshold Program Closure**

**IC/ MFK/2021/024**

**1 Background**

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 Threshold Program Grant Agreement for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Kosovo (the “Threshold Program Grant Agreement”) in the amount of approximately forty-nine million Dollars [US $ ***Threshold Program 49 million*** (“MCC Funding”). The Government, acting through the Millennium Foundation Kosovo (the “MFK”), 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:

1. 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.
2. 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.

The Threshold Program Agreement can be downloaded from MFK’s website www.millenniumkosovo.org, in order to obtain additional information about the Threshold.

To ensure the successful implementation of the Program within the original four-year with an additional one-year extension limit, MFK must begin to take all reasonable and necessary steps to execute an efficient and effective way of closing the Program no later than 120 calendar days after the Threshold Program End Date. To achieve this goal, MFK is responsible for the development and implementation of a Program Closure Plan (“**PCP**”) that must reflect the governing principles of MCC’s Program Closure Guidelines (“**PCG**”) (see Attachment 1), such as:

* implementation of the Program within the original four-year with an additional one-year extension time limit;
* the shared goal of poverty reduction through economic growth and sustaining the results of the program;
* evaluation and transparent communication to MFK’s stakeholders of program results; and
* fulfillment of Government obligations that extend beyond the Threshold Program End Date.

**2 Objective and Scope of Work**

MFK is seeking the assistance of an Individual Consultant (“Consultant”) to draft and develop the PCP for MFK. The PCP is an important document that shall include a description of the administrative, financial, and legal steps necessary to be implemented by MFK, all other Implementing Entities, contractors, and parties involved in Program implementation, in accordance with the proposed deadlines (see Due Dates in Section 5) and the PCG. The PCP should cover all Projects included in the Program. The PCP must contain actions and activities to be carried out (i) prior to the Threshold Program End Date, and (ii) during the Threshold Program Closure Period (October 1, 2022 – January 28, 2023). In developing the PCP, the Consultant and MFK aim to (i) increase knowledge and strengthen the capacity of MFK staff in preparing for the Program closure and the implementation of the closure, and (ii) submit the initial draft of the PCP to MCC no later than December 31, 2021 with a final version to be submitted by March 31, 2022.

The Consultant is expected to undertake Tasks 1-4 during the Base Period of the Contract. The Consultant will be expected to conduct the review and analysis described below, as well as produce one or more drafts of the PCP for MFK.

MFK may exercise its option to require the Consultant to undertake Tasks 5-6.

**BASE PERIOD TASKS**

**(Drafting the Program Closure Plan)**

1. Task 1: Preliminary Review and Analysis of Closure Related Information on the MFK Threshold Program

The Consultant shall gather, review, and analyze data relevant to the development of the PCP through performing the following tasks:

1. Participate in the MFK Program Closure workshop in November 2021 in either Washington, D.C.
2. Review and analyze guidelines, files, references, and other relevant documents. Documents include, but are not limited to:

* Threshold Program Grant Agreement;
* MCC Program Closure Guidelines;
* MCC Procurement Closure Toolkit;
* MCC Guidelines for Accountable Entities and Implementation Structures;
* MFK statute;
* MCC Program Procurement Guidelines and the MFK Procurement Operational Manual;
* MCC Cost Principles for Government Affiliates;
* Guidelines for Financial Audits Contracted by The Millennium Challenge Corporation’s Accountable Entities;
* MFK Fiscal Accountability Plan;
* Applicable, related and relevant Kosovo laws, rules, or regulations;
* Program documents and references provided by MFK units, sector and projects teams, and Implementing Entities;
* MFK Environmental and Social Management Plan (ESMP);
* MFK Social Gender Integration Plan (SGIP);
* MFK Monitoring and Evaluation Plan
* All other relevant Threshold Program documents and MCC and MFK guidelines; and
* Agreements between MFK and Implementing Entities, and any derivative agreements with 3rd Parties.

1. conduct initial and follow-up consultation meetings with MFK senior management, MFK units, project and sector teams, and consultants, on the understanding of the closure and status of project implementation;
2. coordinate and facilitate Program Closure-related meetings and/or workshops with MFK management, units, project and sector teams, MCC, Implementing Entities, and other involved parties; and
3. provide guidance and assistance to MFK management, units, sector and project teams, Implementing Entities, and other involved parties on familiarization and understanding of Program Closure guidelines, procedures, and other related matters.

**Deliverable 1**: A Work Plan and Action Plan that are both acceptable to MFK and materials to report to MFK Board of Directors. The Work Plan shall show all the tasks involved in this assignment and when the tasks will be completed. The Action Plan shall clarify what resources are required to achieve the objective of this assignment, formulate a timeline for when specific tasks need to be completed and determine what resources are required. The Work Plan and Action Plan shall both be based on established deadlines that are intended to result in the prompt and proper development of the PCP.

1. Task 2: Development of the Initial Draft PCP

The Consultant shall write and develop a complete initial draft PCP, including annexes, that is in accordance with the PCG. While developing the initial draft PCP, the Consultant shall:

1. Write and develop the components of the PCP, in coordination with MFK Management, units, sector and project teams. The initial draft PCP must, at a minimum, contain the following parts (see Attachment 3):

* MFK status on key personnel, administrative and program assets, website, and treatment of sensitive information;
* project closure strategy for each Project;
* financial management;
* monitoring and evaluation;
* environment, social, stakeholder engagement, and resettlement management;
* procurement;
* marking and communications with stakeholders;
* legal requirements;
* on-going Government responsibilities;
* reports and auditing;
* archiving, retention and safe-keeping of records;
* annexes.

1. Agree with Senior Management on the standardized format for all reporting, including font type, size, paragraph formats, tables, financial, file format, etc. These standardized formats will be shared with all MFK staff contributing reports/narratives.
2. Ensure that the PCP adheres to MCC guidelines and any applicable Kosovo laws, rules, and regulations;
3. Develop and revise versions of the initial draft PCP based on regular consultations with MFK Management, units, project and sector teams, Implementing Entities, and other involved parties;
4. Provide advice and guidance to project and sector teams on development of relevant parts of the initial draft PCP;
5. Identify and reflect mitigation of risks, and resolution of sustainability issues and other potential problems during Program Closure in the initial draft PCP;
6. Draft Program Closure policies, procedures, templates, and strategies based on acquired data to ensure implementation of proper Program Closure;
7. Provide concise weekly reports to the MFK Program Closure Committee that includes the progress, issues, and other matters concerning the development of the initial draft PCP; and
8. Fulfill any other tasks given by the MFK Program Closure Committee for the development of the initial draft PCP.

**Deliverable 2**: Delivery of the initial draft PCP acceptable to MFK that will be submitted to MCC for the initial technical review.

1. Task 3: Development of the Final Draft PCP

In response to MCC’s initial technical review, the Consultant will coordinate with MFK in incorporating MCC’s comments and making the necessary revisions to the initial draft PCP. Providing the necessary revisions will likely require consultations with MFK or MCC personnel. This may also involve multiple re-drafts of certain parts of the initial draft PCP. The Consultant shall also:

* 1. Provide concise weekly reports to the MFK Program Closure Committee that includes the progress, issues, and other matters concerning the development of the final draft PCP; and
  2. Fulfill any other tasks given by the MFK Program Closure Committee for the development of the final draft PCP.

**Deliverable 3:** Delivery of the final draft PCP acceptable to MFK that will be submitted to MCC for the second technical review.

1. Task 4: Development of a PCP that is approved by the MFK Board of Directors and MCC

In response to MCC’s second technical review, the Consultant will coordinate with MFK in incorporating MCC’s comments and making the necessary revisions to the final draft PCP. Providing the necessary revisions will likely require consultations with MFK, LEC, or MCC personnel. This may also involve multiple re-drafts of certain parts of the final draft PCP. The Consultant shall also:

* 1. Provide concise weekly reports to the MFK Program Closure Committee that includes the progress, issues, and other matters concerning the development of the PCP that will be submitted to MCC for no objection; and
  2. Fulfill any other tasks given by the MFK Program Closure Committee for the development of the PCP that will be submitted for approval by MCC, the MFK Board of Directors, the LEC Board of Directors and the Government of Kosovo.

**Deliverable 4**: A PCP that is approved by MCC, the MFK Board of Directors, the LEC Board of Directors, and the Government of Kosovo (acting through its Principal Representative).

1. Progress Reports

Throughout the duration of the Base Period, the Consultant shall submit monthly progress reports to the PCP providing the status of the activities performed by the Consultant and the Consultant’s compliance with the Work Plan and Action.

**OPTIONAL TASKS**

After the completion of the Base Period, MFK, at its sole discretion and subject to the Consultant’s satisfactory implementation of the previous tasks and budget availability, may invite the Consultant to submit proposals to perform optional tasks. The Consultant’s proposal should contain a financial proposal as well as a work plan for the completion of the task. The financial proposal will be required to be based on the rate agreed to in the negotiated contract. The rate will be used to negotiate the costs of the optional tasks if MFK decides to implement them. The optional tasks may include but not be limited to:

1. Task 5: Coordinating the implementation of the PCP

To ensure timely and effective implementation of the PCP, the Consultant may be asked to review and assess MFK’s PCP implementation, including the degree to which MFK has complied with the PCP work plan. As a part of these responsibilities, the Consultant will be expected to coordinate the implementation of the various PCP tasks by ensuring that the staff of MFK or any Implementing Entity (as applicable) are satisfactorily performing the tasks that have been assigned to them in the PCP work plan. This would require the Consultant to remotely liaise and follow up with the staff of MFK, or an Implementing Entity (as applicable) to make sure that the required tasks are being performed in a timely, complete, and appropriate manner. The Consultant will also be required to conduct on-the-ground assessments of the PCP implementation. These on-the-ground assessments would occur at least every three months during the Option Period and for a maximum of one week per trip.

Specific tasks the Consultant will be required to perform include but are not limited to the following:

* 1. Carrying out an initial review to determine the status of all ongoing MFK contracts (including all operational costs, utilities), upcoming contracts and grants, ongoing procurements and grants and future procurements and grants if any.
  2. Assessing and providing updated recommendations to MFK in regards to ongoing contracts to ensure compliance with contractual obligations, quality assurance of deliverables, payments and contract close out.
  3. Providing an assessment of the viability of the remaining procurements starting/finishing on time.
  4. Provide a list of contracts that are pending CPPRS evaluations
  5. Providing feedback, recommendations, suggestions and solutions to possible risks associated with completion of contracts/procurements, quality of deliverables, fraud, corruption, and violation of MCC procurement policies, among others.
  6. Assisting MFK to manage contracts to ensure that all contracts are closed out, assigned to the Government or terminated before the Threshold Program End Date.
  7. Providing a report to MCA that includes a list of any deliverable that were not received by Threshold Program End Date, the value of the deliverable and the reason for the deliverable not coming in on time
  8. Assist MFK with reporting of weekly procurement activities
  9. Assist MFK with the development, updating and monitoring of the procurement tracking tool

**Deliverable 5**: Monthly implementation progress reports that will at least include the following:

1. An overview of the specific tasks performed by the Consultant.
2. An assessment of MFK’s or an Implementing Entity’s compliance with the PCP work plan.
3. A review of progress achieved during the reporting period.
4. A commentary on any significant issues to report.
5. Recommendations on any changes or decisions that need to be made.
6. Task 6: Amendments to the approved PCP

From time to time during the implementation of the PCP, the circumstances may require amending the approved PCP. When such situations arise, MFK will invite the Consultant to submit a proposal to draft the amendment(s). The Consultant shall then provide MFK with a proposal within three (3) working days of the invitation. If MFK accepts the proposal, the Consultant shall then draft the requested amendment(s) in accordance with the work plan that will be contained in the Consultant’s agreed upon proposal. Providing the necessary amendment(s) will likely require consultations with MFK and/or MCC. This may also involve multiple re-drafts of certain parts of the approved PCP. The Consultant shall also:

1. Provide concise weekly reports to the MFK Program Closure Committee that includes the progress, issues, and other matters concerning the development of the amendment(s) to the approved PCP; and
2. Fulfill any other tasks given by the MFK Program Closure Committee for the development of the amendment(s) to the approved PCP.

**Deliverable 6:** Amendment(s) that are approved by MCC and, if necessary, the MFK Board of Directors.

**3 Contract Duration**

The Base Period of the Contract shall expire on September 30, 2022. The Contract shall also include an option period that commences on October 1, 2022 and extend for a period that may be more or less than one month, but shall, at the latest, terminate no later than one hundred twenty (120) days following the scheduled September 30, 2022 expiration of the Threshold Program. MFK, at its sole discretion, may exercise this option. It is during this option period that the Consultant may be required to perform the optional tasks.

**4 Qualifications and Experience**

Given the scope of work, the Consultant shall possess the following minimum qualifications:

1. A Master’s degree in Economics, Business Administration, Social Sciences, or a development related field;
2. At least five (5) years demonstrated experience in similar assignments, at least three (3) of which shall be in developing countries;
3. Excellent writing skills (English); Demonstrable analytic and synthetic skills are essential (examples of written analysis and reports should be available);
4. Experience in quality assurance, drafting and finalizing of Project completion reports, Performance Evaluation reports, or similar reports;
5. Demonstrable experience of providing a critical analysis of the program/projects progress, logical frameworks and results frameworks of development programs, particularly with regard to the logic and coherence between different level results;
6. Strong organizational, project, and time management skills and capacity to work across multiple institutions and stakeholders; and
7. Very good knowledge of qualitative and quantitative research methods and methodologies.
8. Previous experience in developing similar plans with a strong preference for experience in successfully developing closure plans that involve MCC Funding;
9. Demonstrated ability to work with government officials, donor organizations, and/or development organizations;
10. Demonstrated ability to work in multicultural teams;
11. Fluency in the English language (oral and written) is required. Sample of written work may be requested.
12. Demonstrated organizational and interpersonal communication skills.
13. Competence in Microsoft Office Suite and Google Docs.

**5 Payment**

**BASE PERIOD**

**(Drafting the Program Closure Plan)**

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| --- | --- | --- |
| Base Period Deliverables | Due Date | Payment |
| Deliverable 1 – Work Plan and Action Plan | Within two (2) weeks of the Effective Date of the Contract | 15% of the Base Period Contract Amount shall be paid upon the MFK’s acceptance of the Work Plan and Action Plan submitted by the Consultant. |
| Deliverable 2 – Initial Draft PCP | Within ten (10) weeks of the Effective Date of the Contract | 35% of the Base Period Contract Amount shall be paid upon the MFK’s acceptance of the Initial Draft PCP submitted by the Consultant. |
| Deliverable 3 – Final Draft PCP | Within two (2) weeks of the date on which MFK submits to the Consultant the results from MCC’s initial technical review. | 25% of the Base Period Contract Amount shall be paid upon the MFK’s acceptance of the Final Draft PCP submitted by the Consultant |
| Deliverable 4 – Final PCP | Within two (2) weeks of the date on which MFK submits to the Consultant the results from MCC’s second technical review. | 25% of the Base Period Contract Amount shall be paid once the Final PCP is approved by MCC, the MFK Board of Directors, and the Government of Kosovo (acting through its Principal Representative). |

**OPTION TASKS**

**(Implementation of the Program Closure Plan)**

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| --- | --- |
| Option Period Deliverables | Payment |
| Deliverable 5 – Monthly Implementation Progress Reports | The Consultant shall be paid an amount based on the amount of working days needed to (i) coordinate the PCP implementation and (ii) complete the monthly implementation progress reports. However, in no case shall the amount of working days exceed twenty (20) days for each month. The Consultant shall be paid once MFK approves the implementation report. The Consultant shall submit this report on the last day of each calendar month. |
| Deliverable 6 - Amendment(s) to the approved PCP | The Consultant shall be paid an amount based on the amount of working days contained in the Consultant’s agreed upon proposal. The Consultant shall be paid once the amendment to the PCP is duly approved by MCC and, if necessary, the MFK Board of Directors, and/or the Government of Kosovo (acting through its Principal Representative). |
|  |  |

**6 Implementation Arrangements**

MFK will establish a Program Closure Committee (“**PCC**”) that is headed by the MFK Director of Finance and Administration and includes the following members of the MFK staff: (i) Legal Advisor, (ii) Procurement Manager, and (iii) Monitoring & Evaluation Specialist. The CEO is an ex-officio member of the PCC. The PCC is tasked with:

* Managing the contract with the Consultant.
* Reviewing and approving the deliverables submitted by the Consultant.

The Consultant will therefore work under the overall guidance of the PCC but report directly to the Director of Finance and Administration.

The assignment will be carried out home based and field based at the Consultant’s site and in Kosovo. Visits to the MFK office and other relevant stakeholders in Kosovo are an important aspect of this assignment. Therefore, if the Consultant is based out of Kosovo, the travel to Kosovo will be done on an invitational travel basis as instructed by MFK. MFK will reimburse a foreign-based Consultant for reasonable expenses for visas, lodging, airfare, and transportation to and from Kosovo’s international airport that are incurred pursuant to this assignment. Local travel to meet with PCP stakeholders will be facilitated and arranged by MFK. These amounts should accordingly not be included in the Consultant’s financial proposal.

Any amount due to be paid to the Consultant shall be also paid in keeping with the MFK’s Fiscal Accountability Plan (“**FAP**”)

In the event the Consultant is eligible for per diem, the per diem amount will be based on the per diem rates published by the Government of Kosovo as per MFK Travel Policy referenced in MFK FAP Section 13.

**7 Level of Effort**

The duration of the Base Period of the Contract is from the effective date of this contract through September 30, 2022. During the Base Period, it is estimated that the Consultant will require approximately seventy (70) working days in the field in Kosovo in order to satisfactorily achieve the deliverables. The consultant is expected to propose both Home base and Field base days as part of the Work Plan.

The duration of Option Period of the Contract is expected to span October 1, 2022 through January 2023. Task 5 (Coordinating the implementation of the PCP) will require up to twenty (20) working days for each month of the Option Period. The Consultant will also be expected to travel to Kosovo at least once every three (3) months to conduct on-the-ground assessments. As for Task 6, for each requested PCP amendment, the Consultant and MFK shall agree on a work plan that will determine the Consultant’s level of effort.

**8 Facilities and Equipment to be provided**

MFK shall be responsible for:

* + - 1. Local transportation directly related to the portion of the Consultant’s scope of work that occurs away from MFK’s office (e.g. site visits, meetings outside MFK’s premises, etc.)
      2. Lodging (only if the Consultant is not a Kosovo resident)
      3. Office space with internet access, stationery and access to printing services
      4. The documents necessary for the Consultant to meet the Contract objectives.

The Consultant shall be responsible for:

Equipment necessary to undertake the assignment, including but not limited to computer(s), the appropriate software, and communication device(s).

Transportation costs not directly related to the portion of the Consultant’s scope of work that occurs away from MFK’s office (e.g., daily commute to/from MFK’s office).

Lodging (if the Consultant is a Kosovo resident)

Any other costs MFK is not explicitly responsible to provide.

***Attachment 1: Reference site on MCC Program Closure Guidelines***

|  |  |
| --- | --- |
| Source | URL |
| Millennium Challenge Corporation (MCC) | https://www.mcc.gov/resources/doc/guidelines-for-program-closure-of-compacts |

***Attachment 2: Draft General Timeline for the Kosovo Threshold Program Closure (dates are subject to change)***

|  |  |  |
| --- | --- | --- |
|  | Period and dates | Event |
| 1 | Mid-November 2021 | Program Closure Workshop |
| 2 | Early December 2021 | MFK submits Initial Draft PCP to MCC for Initial Technical Review (with draft legal opinion) |
| 3 | Mid-January 2022 | MFK submit Final Draft PCP to MCC for Second Technical Review |
| 4 | February 2022 | The Final PCP (with legal opinion) is approved by MCC, MFK’s Board of Directors, and the Government of Kosovo, acting through its Principal Representative. |
| 5 | March 10, 2022 | Deadline for MCC approval of final PCP (via Implementation Letter) |
| 6 | March, 2022 – September, 2022 | Amendments to PCP (if necessary) |
| 7 | Closure Period (120 calendar days after TED) | |
|  | November 30, 2022 (TED + 60 calendar days) | Deadline for vendors to submit invoices |
|  | December 15, 2022 (TED + 75 calendar days) | Deadline to request CPS payment |
|  | January 27, 2023 (TED +119 calendar days) | Deadline for FA to close books |
|  | January 28, 2023 (TED +120 calendar days) | Threshold Program Closure Date; Deadline for MFK to submit final QFR |

***Attachment 3: Outline of MFK PCP (outline subject to change)***

**General outline**

|  |  |
| --- | --- |
| No. | Section |
|  | Accountable Entity Status |
|  | Project Closure |
|  | 2.1 Energy Sector Project |
|  | 2.2 Governance Project |
|  | Financial Management |
|  | Monitoring and Evaluation |
|  | Marking and Communications with Stakeholders |
|  | Legal Requirements |
|  | Ongoing Government Responsibilities |
|  | Reports and Auditing |
|  | Archiving, Retention and Safekeeping of Records |
|  | Annexes |

**Detailed outline**

| No. | Section | Contents |
| --- | --- | --- |
|  | Accountable Entity Status | Each Program Closure Plan must include a description of the post Threshold Program treatment of MFK.  If MFK will be closed upon the Closure Date, the Program Closure Plan must include the following: |
| 1a. | Accountable Entity and Other Key Personnel | * A plan for release or termination of staff, including any financial obligations incurred by MFK to effect the plan. * A plan for which staff will be retained for part or all of the Closure Period, as well as a brief justification of why the selected staff are required for closure tasks. Include any special arrangements to retain key staff during the Closure Period. |
| 1b. | Administrative Program Assets | A brief description of the intended disposition of Program Assets used by MFK for the administration of the Program by category. This section should include the proposed timeline for asset disposition, to ensure adequate documentation of the process and timely disposition of assets. The description should include use of any third party agents or Government entities to assist in the disposition of assets. |
| 1c. | Website | This section should describe how MFK will ensure that the website will be publicly available for one year after the Threshold Program End Date. |
| 1d. | Treatment of Sensitive Information | A brief description of how MFK will ensure that reasonable steps to safeguard or remove sensitive data and information are taken for all relevant Program Assets prior to transfer, as specifically described in these Guidelines. |
|  |  | If MFK will continue operations beyond the Closure Date through sources of funding other than MCC Funding (per section 5.5.1 of the PCG), the Program Closure Plan must include a description of the funding and proposed operations, as well as documentation supporting commitment of such other sources’ funding. The Program Closure Plan should also include any plans to use MFK’s name and logo beyond the closure date. |
|  | Project Closure | For each Project, the Program Closure Plan must include the following components: |
| 2.1 | Energy Project |  |
| 2.1a | Project closure strategy | A brief description of the closure strategy for the Project. If applicable, the Program Closure Plan for the Project should include detail at the Activity or sub-activity level. |
| 2.1b | Identification of completion risks and sustainability risks for the Project/Activity | Identification of completion risks and sustainability risks for the Project/Activity, including how MFK plans to address these risks, and contingency plans for how to respond if these risks materialize. An example of a completion risk to include: if construction of small works does not begin by a certain date, the works will be terminated and appropriate stakeholders will be informed, or sources of funding other than MCC Funding have been mobilized to support any construction beyond the closure date, should the schedule experience any delays. Sustainability and completion risks should be treated in detail, including a plan for how to monitor these risks during the last year of the Threshold Program and the Closure Period. |
| 2.1c | Environmental, social, health and safety, and gender risk management | Any environmental, social (including resettlement), health, safety or gender risks and how these will be managed during the last year of the Threshold Program and the Closure Period. |
| 2.1d | Contingency fund management plan | Plans to manage contingency amounts for the Project/Activity through the last year of the Threshold Program and the Closure Period (when contingency funds will be released, how those funds will be utilized, etc.). |
| 2.1e | Disposition/transfer of applicable Program Assets | A brief description of the intended disposition of all forms of applicable Program Assets by Activity and asset category (e.g. equipment, vehicles, furniture). This section should include the proposed timeline for disposition of assets, to ensure adequate documentation of the process and timely disposition of assets. Disposition of Financial Assets as described in section 5.4.3.2 of the PCG and Guarantees and Retention Monies Securing Contractor Obligations as described in section 5.4.3.4 of the PCG are particularly complex issues and should be treated in detail in the Program Closure Plan. |
| 2.1f | Closure/assignment of contracts and agreements | An inventory, description, and timeline for the closure and/or assignment of each contract, grant, and Implementing Entity Agreement related to the Project. This is to include a plan for liquidation of any accruals (such as advances or retentions on construction contracts) to be paid or collected after the Threshold Program End Date. |
| 2.2 | Governance Project |  |
| 2.2a | Project closure strategy | A brief description of the closure strategy for the Project. If applicable, the Program Closure Plan for the Project should include detail at the Activity or sub-activity level. |
| 2.2b | Identification of completion risks and sustainability risks for the Project/Activity | Identification of completion risks and sustainability risks for the Project/Activity, including how MFK plans to address these risks, and contingency plans for how to respond if these risks materialize. An example of a completion risk to include: if construction of small works does not begin by a certain date, the works will be terminated and appropriate stakeholders will be informed, or sources of funding other than MCC Funding have been mobilized to support any construction beyond the closure date, should the schedule experience any delays. Sustainability and completion risks should be treated in detail, including a plan for how to monitor these risks during the last year of the Threshold Program and the Closure Period. |
| 2.2c | Environmental, social, health and safety, and gender risk management | Any environmental, social (including resettlement), health, safety or gender risks and how these will be managed during the last year of the Threshold Program and the Closure Period. |
| 2.2d | Contingency fund management plan | Plans to manage contingency amounts for the Project/Activity through the last year of the Threshold Program and the Closure Period (when contingency funds will be released, how those funds will be utilized, etc.). |
| 2.2e | Disposition/transfer of applicable Program Assets | A brief description of the intended disposition of all forms of applicable Program Assets by Activity and asset category (e.g. equipment, vehicles, furniture). This section should include the proposed timeline for disposition of assets, to ensure adequate documentation of the process and timely disposition of assets. Disposition of Financial Assets as described in section 5.4.3.2 of the PCG and Guarantees and Retention Monies Securing Contractor Obligations as described in section 5.4.3.4 of the PCG are particularly complex issues and should be treated in detail in the Program Closure Plan. |
| 2.2f | Closure/assignment of contracts and agreements | An inventory, description, and timeline for the closure and/or assignment of each contract, grant, and Implementing Entity Agreement related to the Project. This is to include a plan for liquidation of any accruals (such as advances or retentions on construction contracts) to be paid or collected after the Threshold Program End Date. |
| 3 | Financial Management |  |
| 3a | Closure Budget | The Program Closure Plan should include a budget for the Closure Period, with a description of how the issues described in section 6 of the PCG have been addressed, including any anticipated reallocation of funds. |
| 3b | New Commitments | This section should include a description of any commitments anticipated during the Closure Period, as well as plans for a contingency amount to cover unexpected Closure Expenses (if applicable). |
| 3c | Taxes | This section should indicate how any outstanding (not yet reimbursed) tax amounts will be reimbursed by no later than 60 days after the Threshold Program End Date (per section 5.9.8 of the PCG). |
| 3d | Financial Assets | This section should indicate how any Financial Assets remaining in the possession of MFK and any Imprest Funds not expended before the Threshold Program End Date, plus accrued interest, will be transferred to MCC or its designee prior to the deadline established to close all MFK permitted accounts (per section 5.4.1. of the PCG) |
| 4 | Monitoring and Evaluation |  |
| 4a | M&E Closure Strategy | This section should provide a brief overview of the closure strategy for M&E disaggregated by Project and Activity as structured in the M&E plan. The closure strategy should: a) highlight any data collection activities, such as surveys, impact evaluations, and special studies that are at risk of not being completed by the Threshold Program End Date; b) include a description of all M&E activities that are planned to be conducted after the Threshold Program End Date as agreed by MCC; (c) establish deadlines for the delivery of the draft and final quarter 20 ITT and supporting documentation, and the products described in Section 4b, below; (d) identify the post-Threshold Program M&E counterpart; (e) and outline a work plan for the preparation and approval of the post-Threshold Program M&E Plan. |
| 4b | Data and documentation | This section should describe the data and documentation to be provided as electronic copies to MCC, including: (a) all MCC-funded survey data sets and supporting materials, such as questionnaires, enumerator field guides, data entry manuals, data dictionaries, metadata and final reports; and (b) other analyses, evaluations, data quality reviews and/or special studies that were funded out of the M&E budget within the Threshold Program. |
| 4c | M&E beyond closure date | If the individual serving in an M&E capacity will continue operations beyond the Closure Date through funding provided either by the Government or other sources, the Program Closure Plan should include a description and supporting documentation of the commitment from those funding sources. |
| 5 | Marking and Communications with Stakeholders | The Program Closure Plan should include a brief description of how the results of the Program will be communicated to stakeholders, including the board of MFK, the Implementing Entities, MFK personnel, Project stakeholder groups, contractors, and the public. This section should also address how MFK will ensure compliance with the Standards for Global Marking as described in section 5.11 of the PCG. |
| 6 | Legal Requirements | 1. This section should describe any modifications to legal agreements that may be required to effectively execute the Program Closure Plan, following the review described in section 8.2 of the PCG. 2. This section should also describe the process for amending an approved Program Closure Plan. It should define what type of amendments are sufficiently material to require approval of MFK’s Board and/or the Government's principal representative. |
| 7 | Ongoing Government Responsibilities | This section should identify the Principal Representative for the Government, if this will change during the Closure Period, and any Additional Representatives that will be the primary points of contact for any obligations of the Government that extend beyond the Threshold Program End Date. |
| 8 | Reports and Auditing | This section should include a plan to produce the Threshold Program Completion Report (for example, whether MFK intends to hire a consultant to facilitate the process). |
| 9 | Archiving, Retention and Safekeeping of Records | a. This section should describe how MFK will archive the relevant records to ensure that they are provided to MCC and/or the appropriate GoK agency, as necessary, prior to the Closure Date, and remain accessible beyond the Closure Date as required.  b. This section should include an indicative list of the types of records, as well as a description of the process and timeline for finalizing these lists. |
| 10 | Detailed Workplan | This section should include a work plan that indicates all the tasks involved in the implementation of the PCP, specifies the person(s) responsible to complete the tasks and the timeline for completion. |
|  | Annexes |  |
|  | Legal Opinion | A draft opinion from legal counsel engaged by either MFK or the Government confirming that the Program Closure Plan is in accordance with the provisions of the Threshold Program Grant Agreement and supplemental agreements and complies with applicable laws and regulations of the Republic of Kosovo. |
|  | Procurement/Contract List and Procurement Tracking Tool | A comprehensive list of contracts and their characteristics used to close contracts and evaluate action steps to be taken |
|  | Pro-forma budget | A budget specifically formulated to cover necessary closure expenses; it does not contain programmatic activities. |
|  | Sample forms, e.g. Asset Transfer Agreement forms | Various forms which will be needed during closure activities |

**3. 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** | ***Qualifications*** | **15** |
| 1.1 | Consultant’s qualifications and competences | 15 |
| **2** | ***Experience of the Individual Consultant*** | **85** |
| 2.1 | Specific experience of the consultants and adequacy for the assignment | 50 |
| 2.2 | Experience in similar assignments | 35 |
|  | **Total Score** | **100** |

**4. Proposal Forms**

**APPLICATION/COVER LETTER**

[***Location, Date***]

Chief Executive Officer

Millennium Foundation Kosovo

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: Individual Consultant for the Threshold Program Closure**

**REF No: IC/ MFK/2021/024**

Dear Sir/Madam,

I, the undersigned, offer to provide the consulting services for the above mentioned assignment in accordance with Letter of Invitation dated 15 October 2021.

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 14 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 14 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 Clause P1.B.1.9 and 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. **Phone Number** | [Insert Phone Number] | | | | |  | |  | |
| 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: | | | | | | | | |
| **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***]

Chief Executive Officer

Millennium Foundation Kosovo

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: Individual Consultant for the Threshold Program Closure**

**REF No: IC/ MFK/2021/024**

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[[1]](#footnote-1) history for the past three years]****.*

***Include Daily rate Excluding airfare, accommodation, per diem.***

***--------------------------------------------------------------------------------------------------------------***

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]

**5. Condition of Contract and Contract**



**Contract for Consultant’s Services**

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

**between**

**MILLENNIUM FOUNDATION OF KOSOVO**

**and**

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

**for**

**Individual Consultant for the Threshold Program Closure**

**Dated: [*Date*]**

# Form of Contract

This CONTRACT AGREEMENT (this “Contract”) made as of the **[day]** of **[month]**, **[year]**, between **Millennium Foundation Kosovo** (the “MFK”), 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 daily fee is *[insert amount and the currency]* and is *[indicate: inclusive or exclusive]* of local taxes.
4. The expected date for the commencement of the Services is [*insert date, month and year*] at [*insert location*]. The time period shall be *[insert time period, e.g.: twelve months and end date, insert date, month and year]*
5. The MCA**-**Entity designatesthe***Ms.******Anila Statovci Demaj -*** Director Finance and Admin as the MFK’s reporting point of contact.
6. Any dispute, controversy or claim that cannot be amicably settled between the parties and arising out of, or relating to this Contract or the breach, termination or invalidity thereof, shall be finally settled by *[dispute resolution in accordance with the applicable law]*

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

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

SIGNED:

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

*[Authorized Representative of the MFK – 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 MFK 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 |  | |
| 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. | |
| 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. | |
| 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 MFK, 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 MFK, in reactivating the Services; or  (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.  In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled in accordance with GCC Clause 17. | |
| Suspension | 4.1 The MFK 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 suspensionor if MCC has suspended disbursements under the Threshold Program Grant Agreement . | |
| Termination | 5.1 This Contract may be terminated by either Party as per provisions set out below. The Contract has a term of X days that starts upon signature of this contract. The contract will terminate on its own when the term expires at **[XXX date].** | |
| By the MFK | 5.2 The MFK 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 MFK 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 MFK’s notice;  (b) If the Consultant becomes insolvent or bankrupt;  (c) If the Consultant, in the judgment of the MFK, has engaged in integrity violations as defined in Attachment 1 or if in the judgment of the MFK, continuing the Contract will be detrimental to the interests or reputation of the MFK, or the project;  (d) If the MFK, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.  (e) If the Threshold Program Grant Agreement has been terminated or MCC has suspended disbursements under the Threshold Program Grant Agreement. 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 MFK during the period of the suspension. | |
| By the Consultant | 5.3 The Consultant may terminate this Contract, upon written notice to the MFK in accordance with the time period specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC Sub-Clause 5.3:   1. If the MFK 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 MFKto 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 MFK 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 Grant Agreement within one hundred and twenty (120) days after the Consultant gives notice to the MFK 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 Clause 5.2(e) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination. | |
| Obligations of the Consultant |  |
| Standard of Performance | 6.1 The Consultant shall carry out the Services with due diligence and efficiency and shall exercise such reasonable skill and care in the performance of the Services as is consistent with sound professional practices.  6.2 The Consultant shall act at all times so as to protect the interests of the MFK and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practice~~s~~. |
| Compliance | 6.3 The Consultant shall perform the Services in accordance with the Contract and the applicable law of **Kosovo[[2]](#footnote-2).** |
| Conflict of Interests | 6.4. The Consultant shall hold the MFK’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 MFK, 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 be responsible for taking out any appropriate insurance coverage.  8.2 The MFK 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 MFK 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 MFK 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 MFK 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 MFK in the course of the Services shall be confidential and become and remain the absolute property of the MFK unless otherwise agreed by the MFK in writing. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MFK, 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 MFK.  (a) The Consultant shall indemnify the MFK 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 MFK 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 MFK 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.** | | |
| MFK’s Payment Obligation | 13.1 In consideration of the Services performed by the Consultant under this Contract, the MFK 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 Clause 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 MFK has delayed payments beyond thirty (30) days after the payment date determined in accordance with interest shall be paid to the Consultant for each day of delay at the rate ***0.038%***. | | |
| Taxes and Duties | * 1. Except as may be exempted pursuant to the Threshold Program Grant Agreement or another agreement related to the Threshold Program Grant Agreement, available in English at [**https://millenniumkosovo.org**](https://millenniumkosovo.org), the Consultant, may be subject to certain Taxes as defined in the Threshold Program Grant Agreement on amounts payable by the MFK 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 MFK 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 MFK if such customs duties and Taxes were paid by the MFK 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 MFK 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 Grant Agreement or a related agreement, the Consultant shall promptly notify the MFK (or such agent or representative designated by the MFK) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by the MFK, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.   6. The MFK 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 Grant Agreement or related agreements. If the MFK 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, in accordance with 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. 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-1)
2. [↑](#footnote-ref-2)