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**DRAFT Contract No: MCAT/COM/E9-143**

**Lump-Sum**

**Individual Consultant Contract**

**For the Provision of Consultancy Services  
FOR AN INDIVIDUAL CONSULTANCY FOR THE  
COMPACT COMPLETION REPORT**

**between**

**MILLENNIUM CHALLENGE ACCOUNT - TANZANIA  
Of THE UNITED REPUBLIC OF TANZANIA**

**and**

.....

**Dated: ..... September, 2011**

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**LUMP-SUM CONTRACT  
FOR INDIVIDUAL CONSULTANT – MCA-T/COM/E9-143**

THIS CONTRACT (“Contract”) is entered into this..... , 2012, by and between the **Millennium Challenge Account-Tanzania** (“the Client”) having its principal place of business at Development House, Kivukoni Front/Ohio Street, Dar es Salaam, Tanzania and ..... (“the Consultant”) having his/her principal address located at ....., on the other part.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services as agreed hereunder,

NOW THEREFORE THE PARTIES hereby agree as follows:

**1. Services** (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).

**2. Term** The Consultant shall perform the Services during the period commencing ..... **2012** (hereinafter referred to as “effective date”) and continuing through ..... or any other period as may be subsequently agreed by the parties in writing.

This Contract may be renewed, extended, modified, amended and or altered as may be agreed by the parties in writing. Either party may, with thirty days notice, issue in writing to the other party stating his/her intention to amend, renew, extend, modify and or alter any provision of this contract. Such renewal, amendment, extension or alteration shall become effective upon written acceptance by the other party.

**3. Location** The Consultant shall deliver the services specified in Annex A at Dar es Salaam, Tanzania or as otherwise agreed with the Client.

**4. Payment** A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed..... **United States Dollars (US\$.....)** (the “**Contract Price**”) on the basis of a maximum of ..... a Period, of ten (10) months. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. In the event that any additional services or time shall be required by the

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Client, this will be charged at the rates in Appendix B.

B. Schedule of Payments

<b>Deliverable</b>	<b>Payment</b>
1st Monthly Progress Report and Report detailing findings from task 3.1	15%
2nd Monthly Progress Report on task 3.2	10%
3 <sup>rd</sup> Monthly Progress Report	10%
4 <sup>th</sup> Monthly Progress report and Draft CCR as per task 3.3	10%
5 <sup>th</sup> Monthly Progress report	10%
PPT presentation Compact performance and 6 <sup>th</sup> Monthly Progress report	10%
7 <sup>th</sup> Monthly Progress report on task 3.5	10%
Final CCR Draft as per task 3.5	10%
PPT presentation of CCR	10%
Final CCR	15%

C. Payment Conditions

**Invoice Delivery**

The original tax-exempt invoice, all copies and all related correspondence and documents shall be delivered to the Document Intake Coordinator at the MCA-Tanzania offices.

The invoice will be deemed received with the placement of an indelible date stamp and the Document Intake Coordinator initializing the face of the original invoice, subject to the invoice being approved by the MCA-Tanzania.

**Payment Terms**

MCA-Tanzania will make its best efforts to provide payment within 30 days after receipt of the invoice **subject to presentation of the applicable report and invoice each being approved by MCA-Tanzania.**

No other terms or conditions shall be implied, or noted on the face or back of the invoice or copies.

**Rejection of Invoice**

An invoice may be rejected outright i.e. not marked as received, or may be rejected through the invoice approval process i.e. marked as received then found to be deficient. If an invoice is rejected by MCA-Tanzania, the Consultant will be informed as soon as practicable. The advice of rejection will contain the reason(s) for the rejection and, where possible, how to cure the deficiency.

Once the invoice has been corrected and resubmitted and approved by MCA-Tanzania, the 30 day processing period will start anew.

### **Payment Accounts**

The accounts to which payments are to be made are:

Bank: *[To be provided by the Consultant]*  
 Account Name:  
 Account Number:  
 Swift Code:  
 Correspondent Bank:  
 Swift Code:

## **5. Project Administration**

### A. Coordinator.

The Consultant shall be supervised by MCA-T Director of Monitoring and Evaluation (the “Coordinator”). The Coordinator shall be responsible for the supervision of activities under this Contract including acceptance and approval of the reports and of other deliverables and for receiving and approving invoices for payment.

### B. Working Hours

The working hours of the Consultant will be based on the normal working hours of the client. The Consultant shall not be entitled to be paid overtime.

C. The Consultant shall be entitled to a maximum of 20 working days leave per calendar year through the duration of the Contract to be taken upon consultation and agreement with the Coordinator.

### D. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify

all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

- 6. Assistance and Exemptions**      The Client shall use its best efforts to ensure that the Government of Tanzania shall:
- (a) Arrange for the Consultant to be provided promptly with the necessary entry visa ( if applicable).
  - (b) Provide the Consultant with work permits and such other documents as shall be necessary to enable the Consultant to perform the Services and to stay in Tanzania for the duration of the Contract (if applicable).
  - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Consultant. (if applicable)
  - (d) Grant to the Consultant the privilege, pursuant to the Applicable Law, of bringing into Tanzania reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Consultant and of withdrawing any such amounts as may be earned therein by the Consultant in the execution of the Services. (if applicable)
- The Client shall provide the facilities and services defined in the Terms of Reference at Annex A.
- 7. Performance Standards**      The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
- 8. Confidentiality**      The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 9. Ownership of Material**      Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. These documents, reports etc shall not be disclosed by the Consultant to anyone other than the Client without the prior written consent of the Client.
- 10. Consultant**      The Consultant agrees that, during the term of this Contract and after its

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<b>Not to be Engaged in Certain Activities</b>	termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
<b>11. Limitations</b>	<p>Except in the case of gross negligence or willful misconduct on the part of the Consultant or in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"><li>(i) for any indirect or consequential loss or damage; and</li><li>(ii) for any direct loss or damage that exceeds the total value of the Contract.</li></ul>
<b>12. Eligibility</b>	The Consultant and any sub-contractors must comply with the eligibility requirements of the Millennium Challenge Corporation throughout the duration of the Contract. If at any time the Consultant becomes ineligible, the contract may be terminated.
<b>13. Insurance</b>	The Consultant will be responsible for taking out any appropriate insurance coverage as may be agreed with the Client.
<b>14. Assignment</b>	The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
<b>15. Law Governing Contract and Language</b>	The Contract shall be governed by the laws of the United Republic of Tanzania, and the language of the Contract shall be English.
<b>16. Termination</b>	<p>Either party may terminate the contract by giving thirty (30) days notice of termination.</p> <p>Upon termination of this Contract by notice of either Party, pursuant to Clause 2 of the Contract:</p> <ul style="list-style-type: none"><li>a) the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall hand these over to the Client.</li><li>b) the Client shall make payment to the Consultant for Services satisfactorily performed prior to the effective date of termination.</li></ul>

**17. Additional Provisions**      The provisions of Annex C, “Additional Provisions”, with the exception of clause I “Insurance” shall apply to this contract.

**18. Dispute Resolution**      Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules as at present in force in the United Republic of Tanzania.

The place for arbitration shall be Dar es Salaam, Tanzania.

For and on behalf MCA-Tanzania:

For the Consultant:

Signature

Signature

Name: Bernard S Mchomvu

Name:

Title: Chief Executive Officer

Title: The Consultant

Witness

Witness

Name:

Name:

Title:

Title:

Signature:

Signature:



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**LIST OF ANNEXES**

- Annex A: Terms of Reference
- Annex B: Consultant's Rates
- Annex C: Additional Provisions

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## Terms of Reference

### TERMS OF REFERENCE FOR AN INDIVIDUAL CONSULTANCY FOR COMPACT COMPLETION REPORT

#### 1. Millennium Challenge Account-Tanzania

- 1.1. The Government of the United States of America acting through the Millennium Challenge Corporation (“MCC”) and the Government of Tanzania (the “Government”) entered into a Millennium Challenge Compact (the “Compact”) for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Tanzania in the amount of Six Hundred Ninety-Eight million, one hundred thirty-six thousand USD (“MCC funding”). The Millennium Challenge Account-Tanzania (“MCA-T”) on behalf of the Government intends to apply a portion of the proceeds of MCC funding to eligible payments under this contract. Payments by MCA- T will be subject, in all respects, to the terms and conditions, including restrictions on the use of MCC funding of the Compact.
- 1.2. The Compact aims at reducing poverty through the implementation of a program consisting of three projects, each containing a number of activities and sub-activities namely:
  - i. The Transport Sector Project consists of four distinct activities, the Mainland Trunk Roads Activity, the Zanzibar Rural Roads Activity, the Road Maintenance Activity and the Mafia Island Airport Activity;
  - ii. The Energy Sector Project consists of three distinct activities, the Zanzibar Interconnector Activity, the Malagarasi Hydropower and Kigoma Distribution Activity, and the Distribution Systems Rehabilitation and Extension Activity; and
  - iii. The Water Sector Project consists of three distinct activities, the Lower Ruvu Plant Expansion Activity, the Non-Revenue Water Activity, and the Morogoro Water Supply Activity.
- 1.3. The Compact is to be implemented for a period of five (5) years, from September 17, 2008 through September 16, 2013. As the Accountable Entity responsible for executing the Compact, the MCA-T has the following nine (9) management (units).
  - Legal Services;
  - Procurement;
  - Finance and Administration;
  - Fiscal Agent;
  - Environment and Social Impact;
  - Monitoring and Evaluation;
  - Water;
  - Energy; and

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- Transport.

These Units are responsible to MCA-T senior management, who in turn are responsible to the MCA-T Governing Board.

The management units, listed above, work with six (6) implementing entities which are:

- Tanzania National Electricity Supply Company (TANESCO);
- Tanzania National Roads (TANROADS);
- Tanzania Airport Authority (TAA);
- Dar es Salaam Water and Sewage Authority (DAWASA);
- Morogoro Urban Water and Sewage Authority (MORUWASA); and
- Ministry of Infrastructure and Communication (MoIC).

Other stakeholders in the Tanzania Compact include parent ministries to the implementing entities mentioned above and non-governmental organizations (NGOs) and agencies working in sectors similar to the Compact,

## **2. Objective of Assignment**

MCA-T intends to procure a Consultant for a period of 10 months to support MCA-T Management on the development of the MCA-T Compact Completion Report (CCR), as per the MCC Compact Closure Guidelines of May, 2011. The CCR is intended to provide a summary of the Accountable Entity's perspective on the implementation of the Compact objectives. The CCR will also summarize factors that affected implementation and achievement of the corresponding outcomes, and including key lessons learnt during the compact implementation period. The key role of the Consultant will be to provide technical support services to MCA-T senior management, Management Units and the respective Implementing Entities to prepare a final comprehensive CCR. Annex I provides a draft outline of a CCR, which will be developed under the Consultancy period in consultation with the MCA-Tanzania Management.

More details on MCA-T and its organization structure may be found, at [www.mca-t.go.tz](http://www.mca-t.go.tz) and for more details on the MCC, please see [www.mcc.gov](http://www.mcc.gov).

More details on MCC Compact Closure Guidelines please see <http://www.mcc.gov/documents/guidance/guidelines-compact-programclosure.pdf>

To achieve the above objective the consultant will:

- (a) Assess the performance of the Compact relative to its stated objectives;
- (b) Identify unintended results, both positive and negative;
- (c) Identify and comment on factors that affected the implementation and outcomes;  
and
- (d) Identify and document key lessons learned during implementation.

### **3. Scope of Work**

The Consultant for Compact Completion Report will report directly to the Deputy Chief Executive Officer, Mainland. The Consultancy will be required to undertake the following activities:

#### **3.1. Preparation**

- 3.1.1. Interview key staff of MCA-T in the nine (9) management units, as well as the Senior Management staff, to identify key existing documentation;
- 3.1.2. Interview key staff of Implementing Entities to identify key existing documentation;
- 3.1.3. Desk review all available key documentation provided by MCA-T staff based on identified documents in 3.1.1 and 3.1.2;
- 3.1.4. Produce written summary of findings, identifying information gaps and provide a work plan for collecting information to fill the gaps identified; and
- 3.1.5. Schedule semi-structured interviews with MCA-T and other stakeholders (Implementing Entities, Utilities, Government stakeholders)

#### **3.2. Data Collection for Process Evaluation: Factors that affected Implementation and Lessons Learned and unintended results.**

Perform semi-structured interviews with MCA-T and other stakeholders in the field in order to fill in existing gaps related to project design, implementation and lessons learned.

#### **3.3. Draft Initial CCR: Process Evaluation**

- 3.3.1. Provide a written first draft to MCA-T no later than the end of fourth month from commencement of the contract.
- 3.3.2. Document comments and response to comments from MCA-T and other stakeholders and incorporate any necessary changes into CCR; and
- 3.3.3. Present Initial CCR to MCA-T Management

#### **3.4. Data Collection for Performance Evaluation: Performance related to Objectives**

- 3.4.1. Collate results from available Impact and Performance Evaluations and other M&E data to inform achievement of objectives

#### **3.5. Draft Final CCR Report**

- 3.5.1. Provide a written updated draft to MCA-T within the time period suggested in section five below
- 3.5.2. Document comments and response to comments from MCA-T and other stakeholders and incorporate any necessary changes into CCR;
- 3.5.3. Present Final CCR to MCA-T Management; and
- 3.5.4. Final CCR must be submitted to MCA-T in accordance to the time schedule suggested in section five and as will be agreed between the MCA-T and the consultant

The consultant will be expected to submit monthly progress reports providing the status of activities in accordance with the Work Plan and providing any interim deliverables as per the deliverables schedule below.

#### 4. Duration of Assignment

The contract shall be for a fixed price and include a period of 10 months. It is expected that signing of the contract will be finalized by end of September 2012 and the selected candidate will be required to start immediately.

The fixed price amount will be established based on the understanding that it includes the consultant's costs and profits. Payments will be made upon MCA-T approval of the deliverables according to the Payment Schedule contained in the Contract.

#### 5. Deliverables

Task Nr	Deliverables	Number of weeks
3.1	1st Monthly Progress Report and Report detailing findings from task 3.1	4 <sup>th</sup> Week
3.2	2nd Monthly Progress Report on task 3.2	8 <sup>th</sup> Week
3.3	3 <sup>rd</sup> Monthly Progress Report	12 <sup>th</sup> Week
3.3	4 <sup>th</sup> Monthly Progress report and Draft CCR as per task 3.3	16 <sup>th</sup> Week
	5 <sup>th</sup> Monthly Progress report	20 <sup>th</sup> Week
3.4	PPT presentation Compact performance and 6 <sup>th</sup> Monthly Progress report	24 <sup>th</sup> Week
3.5	7 <sup>th</sup> Monthly Progress report on task 3.5	28 <sup>th</sup> Week
3.5	Final CCR Draft as per task 3.5	32 <sup>nd</sup> Week
3.5	PPT presentation of CCR	36 <sup>th</sup> Week
3.5	Final CCR	40 <sup>th</sup> Week

#### 6. Responsibilities

##### 6.1. MCA-T shall provide the following support to the Consultants:

1. MCA-T shall introduce the Consultant to implementing entities and related Government stakeholders, and facilitate in accessing information in those offices;
2. Reports and other documents to be reviewed will be provided; and
3. Furnished shared office space in the MCA-T building, including internet connection and stationary.

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**6.2. The consultant shall be responsible for the following:**

1. His/her own non-work travel costs to and from Dar es Salaam (if necessary), visa (if required), and personal transportation costs within Dar es Salaam;
2. The consultant shall cover travel costs (travel, lodging and per diem) for official field visits outside Dar es Salaam. Only one field visit per sector will be paid for under this contract.
3. Accommodation while in Tanzania;
4. All communication costs associated to the assignment; and
5. Computer.

**7. Reporting Responsibilities**

The compilation of the CCR will be overseen by the Deputy Chief Executive Officer, Mainland (DCEO (M)) and all deliverables will have to be cleared by him prior to payment approval.

This assignment will be coordinated between the MCA-T DCEO (Mainland) and the MCA-T Monitoring and Evaluation (M&E) Unit. The MCA-T M&E unit will provide day-to-day supervision of activities, with ultimate approval authority by the DCEO (Mainland).

**8. Qualifications and Experience**

The following minimum qualifications and experience are required:

- a). A minimum of Master's degree in Economics, Social Sciences, or a development related field;
- b). At least 10 years demonstrated experience in similar assignments five of which shall be in developing countries;
- c). Excellent writing skills (English); Demonstrable analytic and synthetic skills are essential (examples of written analysis and reports should be available);
- d). Experience in quality assurance, drafting and finalizing of Project completion reports, Performance Evaluation reports, or similar reports;
- e). Demonstrable experience of providing a critical analysis of the program/projects progress, logical frameworks and results frameworks of development programs, particularly with regards to the logic and coherence between different level results;
- f). Strong organizational and time management skills and capacity to work across multiple institutions and stakeholders; and
- g). Very good knowledge of qualitative and quantitative research methods and methodologies.

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## **Annex 1: Example of Outline of Compact Completion Report**

<b>Purpose</b>	The purpose of the CCR is to provide a vehicle for evaluation by the MCA-T with respect to certain key questions. Specifically, the CCR is intended to provide the MCA-T's perspective on: <ul style="list-style-type: none"> <li>(a) The performance of the compact relative to its stated objectives;<sup>1</sup></li> <li>(b) Factors (positive and negative) that affected implementation and outcomes;</li> <li>(c) Key lessons learned during implementation; and</li> <li>(d) Unintended consequences of the Compact.</li> </ul>
<b>Preparer</b>	The Consultant will collaborate with MCA-T staff (Management, Project Teams, M&E, ESA, etc.) to prepare the CCR. The expectation is that the full MCA-T team will contribute to the CCR.
<b>Audience</b>	The full CCR will be publicly available.
<b>Timing</b>	Refer to section five in the TOR
<b>Language</b>	The draft reports and final CCR submitted to MCC may be in English.
<b>Length</b>	A specific report length is not mandated. However the CCR should be kept as short as possible with an emphasis on good analysis of the key issues.
<b>Contributors</b>	MCAs may consult with implementers, beneficiaries and other key stakeholders in preparing the CCR except to the extent it conflicts with the M&E Plan.
<b>MCC Clearance</b>	MCC will review the draft CCR. However, since the CCR is intended to be an evaluation by MCA, MCC's review will be limited to identifying potential omissions of fact; and that the CCR is consistent with the outline/framework agreed.
<b>Scope</b>	The following table of contents represents the minimum content expected in the CCR. MCA may expand the CCR to meet its own needs.

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<sup>1</sup> Both original objectives and revised objectives after any re-scoping

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## **I. Executive Summary**

- Summary of the full CCR for public dissemination (3-10 pages)
- Project Performance
  - i. Program Results by Project
  - ii. Key Factors Affecting Implementation & Outcomes of Project
  - iii. Lessons Learned
  - iv. Unintended consequences
- Program Management
  - i. Lessons Learned

## **II. Introduction**

- Summary of the following:<sup>2</sup>
  - i. The original program logic, summary of projects, activities and objectives under the Compact and a brief overview of any significant revisions to these projects, activities and objectives during implementation.
  - ii. The Compact implementation framework, including MCA-T's legal structure, Board of Directors, Management Unit and Stakeholders' Committee, Procurement Agent, Fiscal Agent, Bank, and Project Managers<sup>3</sup>.

## **III. MCA-T Program Management**

- Describe the extent to which:
  - i. The MCA management and governance structure facilitated effective program implementation, including the MCA-T Governing Board, management team. Describe any major challenges to the management and governance structure and their impact on the program, and provide any constructive guidance on how such performance might be improved in the future; and
  - ii. MCC oversight facilitated effective program implementation, including the extent to which the services that MCC staff supported effective implementation through appropriate supervision toward the achievement of outcomes and objectives

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<sup>2</sup> This information can be copied from the Closure Plan to the extent the plan contains it.

<sup>3</sup> "Project Managers" are defined as either Implementing Entities (e.g., Ministries) or Outside Project Managers (e.g., third party contractors).



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- iii. Identify as much of the projected and actual costs and disbursements of MCA administration over the life of the Compact as possible.<sup>4</sup> To the extent available, MCC will provide the MCA with reports from MIDAS to make sure financial information is standard across reports and there are not discrepancies between MCC and MCA numbers.
  - iv. Lessons learned

#### **IV. Cross-cutting factors**

- i. MCA procurement arrangements– general issues/challenges
- ii. MCA financial management arrangements - general issues/challenges
- iii. ESA – general issues/challenges (project specific discuss should go in project sections below)
- iv. Gender - general issues/challenges (project specific discuss should go in project sections below)
- v. M&E – general issues/challenges
- vi. Communications and Outreach Performance
- vii. How effective was the communications and outreach plan? What kind of media did they elicit?
- viii. Beneficiary impact – how was the impact (story) communicated?

#### **V. Sector Performance – One section for each Sector**

- i. Project Results
  1. Describe project activities/deviations
  2. The targeted beneficiaries and estimated benefits of the project, and any modifications to these beneficiaries or estimates during the life of the compact (e.g., those that result from compact restructuring).
  3. Describe the extent to which overall project objectives and/or specific activity outcomes were achieved, and describe the effectiveness of project activities in achieving outcomes and objectives.<sup>5</sup>
  4. To the extent not previously covered, assess the project’s positive or negative effects (both intended and unintended) on the target beneficiaries or other groups.

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<sup>4</sup> To the extent possible, include summary graphs of both projected and actual costs and disbursements by quarter.

<sup>5</sup> Discussion should be substantiated with data including performance trends using indicators/targets in the M&E Plan and evaluation results to the extent they are available.

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- ii. Financial Performance. Identify as much of the projected and actual costs and disbursements of the project and its activities over the life of the Compact as possible (exclude MCA administration costs, except to the extent that these costs are directly attributable to a particular project or activity).<sup>6</sup> To the extent available, MCC will provide the MCA with reports from MIDAS to make sure financial information is standard across reports and there are not discrepancies between MCC and MCA numbers.

**VI. Key Factors (+/-) Affecting Implementation & Outcomes of Each Project**

- i. Quality at entry. Pre-Compact, assess:
  1. The soundness of the constraints analysis underlying each project;
  2. The adequacy of identifying key risks, risk management and mitigation; and
  3. The consultative process.
  
- ii. Quality of Implementation. During implementation, identify and assess the factors that contributed to successful project implementation or caused problems, including analysis of:
  1. Factors outside control of government or MCA;<sup>7</sup>
  2. Factors within control of government<sup>8</sup> or MCA;<sup>9</sup>
  3. Actions taken in response to problems, including the effects of any restructuring or other significant changes
  4. Actions taken to manage expectations and communicate to stakeholders on an ongoing basis (board, donors, beneficiaries, public, etc.).
  
- iii. Sustainability of Project Outcomes.
  1. What are your recommendations for achieving such sustainability post-Compact?
  2. Assess the extent to which the project objective and Compact goal ties to the activities/objectives of donors and/or other parties within Tanzania

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<sup>6</sup> To the extent possible, include summary graphs of both projected and actual costs and disbursements by quarter.

<sup>7</sup> Such as changes in world markets and prices, natural disasters, civil disturbance, and contractor performance.

<sup>8</sup> Such as macroeconomic and sector policies, government commitment, governance and corruption.

<sup>9</sup> Such as management effectiveness, staffing adequacy and quality, and implementation delays resulting from unrealistic implementation schedule, restructuring, delays in selecting staff/contractors, inefficient procurement or disbursement.

**VII. Lessons Learned / Recommendations.**

To the extent not covered elsewhere, describe the lessons (positive or negative) learned during implementation of the project and make recommendations related to project design, oversight and implementation methods, processes and strategies (includes Infrastructure, ESA, Finance, M&E, Communications, Financial Management, and Procurement) that could be incorporated into other projects in the

**ANNEX B**

**CONSULTANT'S RATES**

*[To be provided by the Consultant and to be used in the event that the duration of the Contract is extended by the Client]*

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**ANNEX C****ADDITIONAL PROVISIONS**

Capitalized terms that are used but not defined in this Appendix shall have the meaning given to them in the Contract or in the Compact or related agreements.

MCA-Tanzania is responsible for the oversight and management of the implementation of the Compact on behalf of the Government, and intends to apply a portion of the proceeds of the Compact to eligible payments under this Contract, provided that (a) such payments will only be made at the request of and on behalf of MCA-Tanzania and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to the Consultant under the Compact or this Contract, (c) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (d) no party other than the Government and MCA-Tanzania shall derive any rights from the Compact or have any claim to MCC Funding.

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

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

2. MCC Reserved Rights.

- (a) Certain rights are expressly reserved to MCC under this Contract, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Contract, as well as any amendments or modifications hereto, and the right to suspend or terminate this Contract.
- (b) MCC, in reserving such rights under this Contract, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Contract.
- (c) MCC may, from time to time, exercise its rights, or discuss matters related to this Contract with the Parties or the Government, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.
- (d) Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, MCA-Tanzania, MCC or any

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

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

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

The use and treatment of MCC Funding in connection with this Contract does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable law or U.S. Government policy. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/funding\\_limitations.pdf](http://www.mcc.gov/guidance/compact/funding_limitations.pdf)

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

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

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

1. Reports and Information. The Consultant shall maintain such books and records and provide such reports, documents, data or other information to MCA-Tanzania in the manner and to the extent required by the Compact or related documents and as may be reasonably requested by MCA-Tanzania from time to time in order to comply with its reporting requirements arising under the Compact or related documents. The provisions of the Compact that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)

2. Access; Audits and Reviews. The Consultant shall permit such access, audits, reviews and evaluations as provided in the Compact or related documents. The provisions

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of the Compact that are applicable to the Government with respect to access and audits shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at

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

3. Application to Providers. The Consultant shall ensure the inclusion of the applicable audit, access and reporting requirements in its contracts or agreements with other providers in connection with the Contract. A summary of the applicable requirements may be found on the MCC website at

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

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

The Consultant shall ensure that no payments have been or will be made by the Consultant to any official of the Government, MCA-Tanzania, or any third party (including any other government official) in connection with this Contract in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws. The Consultant affirms that no payments have been or will be received by any official, employee, agent or representative of the Consultant in connection with this Contract in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws.

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

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

#### **G. Compliance with Terrorist Financing Statutes and Other Restrictions.**

1. The Consultant shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that the Consultant knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac) (ii) on the consolidated list of individuals and

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entities maintained by the “1267 Committee” of the United Nations Security Council, or (iii) such other list as [MCA Entity] may request from time to time. For purposes of this provision, “material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

2. The Consultant shall ensure that its activities under this Contract comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. Section 1956, 18 U.S.C. Section 1957, 18 U.S.C. Section 2339A, 18 U.S.C. Section 2339B, 18 U.S.C. Section 2339C, 18 U.S.C. Section 981, 18 U.S.C. Section 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598. The Consultant shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in Part 10 of the MCC Program Procurement Guidelines (Eligibility Verification Procedures) that can be found on MCC’s website at [www.mcc.gov](http://www.mcc.gov). The Consultant shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as MCA-Tanzania or MCC may request from time to time and (B) deliver a report of such periodic monitoring to MCA-Tanzania with a copy to MCC.

3. Other restrictions on the Consultant shall apply with respect to drug trafficking, terrorism, sex trafficking, prostitution, fraud, felony, any misconduct injurious to MCC or MCA-Tanzania, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any related agreement or that materially and adversely affects the Program assets or any Permitted Account.

#### **H. Publicity, Information and Marking.**

The Consultant shall cooperate with MCA-Tanzania and the Government to provide the appropriate publicity to the goods, works and services provided under this Contract, including identifying Program activity sites and marking Program assets as goods, services, and works funded by the United States, acting through MCC; provided, that any announcement, press release or statement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to prior approval by MCC and shall be consistent with any instructions provided by MCC



from time to time in relevant Implementation Letters. Upon the termination or expiration of the Compact, MCC may request the removal of, and the Consultant shall, upon such request, remove, or cause the removal of, any such markings and any references to MCC in any publicity materials. MCC shall have the right to use any information or data provided in any report or document provided to MCC for the purpose of satisfying MCC's reporting requirements or in any other manner.

#### **I. Insurance.**

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

#### **J. Conflict of Interest.**

The Consultant shall ensure that no person or entity shall participate in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Contract and MCC the conflict of interest and, following such disclosure, the parties to this Contract agree in writing to proceed notwithstanding such conflict. The Consultant shall ensure that no person or entity involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of de minimis value and otherwise consistent with such guidance as MCC may provide from time to time.

#### **K. Inconsistencies.**

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

**L. Other Provisions**

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

**M. Flow-Through Provisions.**

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