A flag and a road with text

Description automatically generated

**Request for Quotation**

|  |  |
| --- | --- |
| **Procurement Title:** | **PROVISION OF CAR TRACKING AND FLEET MANAGEMENT SYSTEM** |
| **Procurement Ref:** | **MCA/OPEX/ADMIN/25/01** |
| **Date of Issue:** | **20th JANUARY 2025** |
| **Deadline for Submission:** | **3RD FEBRUARY 2025; 3.00 PM** |

**MILLENNIUM CHALLENGE ACCOUNT MALAWI II**

sparc complex, second floor, plot number 13/133, city centre, p.o. box 31513

lilongwe, malawi

A flag and a road with text

Description automatically generated

## REQUEST FOR QUOTATION (RFQ)

## Non-Consulting Services

Procurement Title : Provision Of Car Tracking and Fleet Management Systems to Millenium Challenge Account Malawi

To : All Interested Offerors

Sir/Madam:

1. The **Millennium Challenge Account (MCA)-Malawi II** (Employer) hereby requests you to submit a quotation/(s) for the supply of the following Services:

* Provision Of Car Tracking and Fleet Management Systems to Millenium Challenge Account Malawi

To assist you in the preparation of your price quotation we enclose the necessary **TORs**, **List of Services** and **Delivery Schedule**, **Form of Quotation** and draft **Contract***.*

1. To be qualified, you must have experience as a Service Provider of the Services covered by this **Request for Quotation** and, as evidence, you must also attach a document of your experience as Service Provider in at least
2. Company Profile
3. Business Registration Certificate/Certificate of Incorporation
4. Offerors should clearly state their presence by providing list and contacts of medical providers recruited across Malawi.
5. At least 3 Contracts of similar experience of the company in provision of Car Tracking and Fleet Management Systems
6. Technical Proposal which must among other things must respond to the following issues

The proposal will be evaluated according to the following criteria:

i. Extensive experience and proven track record for car tracking and fleet management systems (list of top 3 clients in the past 3 years required).

ii. Proven experience in servicing international organizations

iii. Ability to provide 24-hour service.

iv. Ability to respond immediately to emergency situations.

v. Quality of service (Reservation, billing and reporting systems)

vi. Real time administrative support systems- provision of a dedicated/fulltime account manager.

vii. Scope of Work

1. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

1. Your price quotation/(s) shall be for all the Services as described in attached documents and submitted only in the attached **Form of Quotation** with the **TOR**, **List of Services Delivery** and **Price Schedule**. The currency of quoted prices and payment shall be MWK
2. The prices should be quoted for delivery of Services to Millennium Challenge Account (MCA)-Malawi II, SPARC Towers Complex, City Center, Plot Number 13/133, Area 13, Lilongwe, Malawi and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for each item quoted, including names and addresses of firms providing after-sales service facilities (if applicable) in Lilongwe, Malawi.
3. You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation *may* not be considered further.
   1. Your quotation should be submitted electronically and only one copy of the **Form of Quotation** must be submitted. In this instance, this copy will be construed to be the original and the signatures may be written or electronically signed using any applicable software.
4. Your quotation(s) should be valid for a period of 60 days from the deadline for submission of the quotation/(s) as indicated below.
5. Clarifications may be requested by email not later than 23rd January 2025 so that responses can be issued not later than 25th January 2025. The request for requesting clarification is:

Misheck Galileya

E-mail : Misheck.Galileya@mca-malawi2.gov.mw

Submission and Opening

1. Your **Form of Quotation** with the priced **List of Services and Delivery Schedule** should be submitted electronically by 3rd February 2025 at 0300pm by email to the following address:

E-mail : Misheck.Galileya@mca-malawi2.gov.mw

1. Quotations shall be opened on 3rd February 2025 at 0330pm. **Late submissions will be automatically rejected**.

Evaluation and Comparison

1. Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their responsiveness to the TORs and their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
2. In evaluating the quotations, the Employer will adjust for any arithmetical errors as follows:
3. where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
4. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

You will be notified of the corrections to the submitted Quotation. If you refuse to accept the correction, your Quotation will be rejected. No changes to your Quotation will be allowed after submission.

Award of Contract

1. The Employer shall award the contract to the Service Provider whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation *or* best value for money at the MCA Malawi II’s discretion, provided that the Service Provider is determined to be eligible and qualified to perform satisfactorily.
2. The Service Provider whose quotation has been accepted will be notified by the Employer within 5 days from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Employer.
3. The successful Service Provider shall sign the **Contract** governed by the **Contract** **Terms and Conditions**. Please note that submitting a Quotation is an acceptance of the **Contract Terms** and **Conditions of the Contract** and that these will not be modified.
4. The United States of America, acting through MCC and the Government have entered into the Compact. The Government of *Malawi,* acting through the Millennium Challenge Account Malawi II intends to apply a portion of the proceeds of MCC Funding to eligible payments under the Contract. The Employer intends to apply funds from the Millennium Challenge Account Malawi II for eligible payments under the **Contract** resulting from this **Request for Quotation**.
5. MCC’s [Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations | Millennium Challenge Corporation](https://www.mcc.gov/resources/doc/policy-fraud-and-corruption) requires that all beneficiaries of MCC Funding, including the [*AE xxxx*] and any applicants, Bidders, Contractors, Subcontractors, Consultants, and Subconsultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts.

1. Conflict of Interest: A bidder shall not have a conflict of interest. Bidders are subject to the conflict-of-interest covered under provisions 4.8 of the PPG. All bidders found to have a conflict of interest shall be disqualified.
2. Eligibility: Bidders shall also satisfy the eligibility requirements covered under provision 4.10 of the PPG.
3. Bidders may challenge the results of a procurement according to the rules and provisions of the Bid Challenge System published on the https://mcamalawi.mw
4. Please confirm by e-mail Misheck.Galileya@mca-malawi2.gov.mw the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

(Employer)

**Attachment 1**

## Terms of Reference

**MCA MALAWI II TERMS OF REFERENCE FOR THE PROVISION OF CAR TRACKING & FEET MANAGEMENT SYSTEMS**

* **Overview**

The Government of Malawi signed a five-year agreement (“Compact”) with the Millennium Challenge Corporation (“MCC”) to fund specific programs targeted at reducing poverty and stimulating economic growth. MCC is a U.S. government agency focused on assisting countries dedicated to good governance, economic freedom, and investing in people. An Accountable Entity called the Millennium Challenge Account-Malawi II (“MCA-Malawi II”) has been created and designated by the Government of Malawi to implement the Compact.

**Malawi Compact**

The Compact consists of three projects, namely:

* The Accelerated Growth Corridors Project (AGC) will focus on reducing transport costs in targeted rural areas. Under the AGC Project, the Road Corridor Improvement (RCI) Activity will target investment in physical upgrades and improvements across different classes of roads within four selected Accelerated Growth Corridors (AGCs) to improve rural access by addressing road conditions and reducing transport costs. The Policy and Institutional Reform and Capacity Building (PIR) Activity will focus on assisting the Government to address policy, legislative, institutional, and funding issues to ensure that road transport in AGC areas is well-maintained and managed.
* The Increased Land Productivity Project will focus on improving land services, strengthening conditions for increased investment in land and better-functioning land markets through two main activities: the Land Administration Resourcing and Institutions Activity – which will support development, adoption, and implementation of reforms to expand national land-based revenues and address institutional change – and the City Council Land-Based Revenue

Modernization Activity, which will expand coverage and collection of land-based revenues, to increase resources for key services and increase investment in land and finally.

* The American Catalyst Facility for Development Project will focus on facilitating U.S. International Development Finance Corporation (DFC) investment in Malawi to catalyse increased private investment consistent with Compact objectives and increase the scale and impact of the Compact.

1. **Objective**

Millenium Challenge Account – Malawi ll has procured project cars. MCA – Malawi II is now soliciting for detailed proposals from firms to provide Car tracking and fleet management systems.

1. **Scope of work/Expected Output**

The successful provider will be expected to provide among others.

1. **Vehicle tracking**

* Provide real time vehicle tracking using GPS tracking
* Provide location of vehicle even when the engine is off, or the key is out
* Provision of optimized routes based on real-time traffic data to minimize travel time and fuel consumption.
* Provision of vehicle usage and route patterns

1. **Safety & enhanced security**

* Vehicle speed tracking and remote alert for over speeding
* Vehicle locking when over speeding
* Vehicle immobilization in case of theft or unauthorized use
* Provision of buttons for starting vehicles and or driver identification facility
* Provision security panic buttons
* Recovery of stolen vehicle/s

1. **Alerts**

* Analog input to monitor battery voltage levels, ensuring timely intervention before a dead battery disrupts operations
* Customised alerts for critical events such as unauthorized movement or prolonged idle times.

1. **Fleet management**

* Provision of software that can calculate actual vehicle operating costs with real-time integration of the tracking system with the integration of variables such as fuel costs, tolls gates, maintenance, tyre replacement.
* Provision of fuel usage tracking system

1. **Administration & scope of service delivery/mechanism**

* The selected service provider will provide access to online fleet report access
* The service provider will also assign an account manager
* Provision of periodic reports as agreed
* Standing monthly reports on agreed dates
* Obliged to let MCA Malawi II on any suspicious activities on the vehicles promptly (within 24 hours)
* The service provider will provide comprehensive training for MCA-Malawi II staff on system use, including generating reports and troubleshooting.

1. Duration

The successful provider will enter a contract with MCA- Malawi II for a period of two (2) years. This contract will be renewed based on service performance.

1. Criteria for Proposal Evaluation
2. Each bidder shall submit a technical proposal addressing the services required and clearly demonstrating how they will meet MCA- Malawi II’s needs. The proposal will be evaluated according to the following criteria:
3. Extensive experience and proven track record for car tracking and fleet management systems (list of top 3 clients in the past 3 years required).
4. Proven experience in servicing international organizations
5. Ability to provide 24-hour service.
6. Ability to respond immediately to emergency situations.
7. Quality of service (Reservation, billing and reporting systems)
8. Real time administrative support systems- provision of a dedicated/fulltime account manager.
9. Financial/budget proposal
10. All local taxes
11. All costs including installation and terminations
12. Terms of payment
13. All costs to be presented in the local currency (Malawi kwacha)

Service provision for an estimate of 12 motor vehicles

1. **Evaluation Criteria**

#### **1. Technical Proposal (100%)**

1. **Experience and Track Record (30%)**
   * Proven experience and successful implementation of car tracking and fleet management systems.
   * List of top 3 clients served in the past 3 years, provide actual contracts.
   * Experience in servicing international organizations.
   * Evidence of similar contracts executed with government or donor-funded projects.
2. **System Capabilities and Compliance with Requirements (35%)**
   * GPS tracking accuracy and real-time monitoring capabilities.
   * Compliance with safety and security features (e.g., immobilization, panic buttons, speed monitoring).
   * Quality of fleet management software, including cost tracking, fuel monitoring, and operational reports.
   * System compatibility with MCA Malawi II operational requirements.
3. **Service Delivery & Support (15%)**
   * Availability of 24-hour service support.
   * Immediate response to emergencies.
   * Provision of dedicated/full-time account manager.
   * Online access to fleet reports and real-time administrative support.
   * Comprehensive staff training on system usage and troubleshooting.
4. **Reporting and Compliance (20%)**
   * Ability to provide periodic and standing monthly reports.
   * Proactive alert mechanisms for suspicious activities.
   * Compliance with reporting standards and timeline

## Attachment 2

**LIST OF SERVICES AND DELIVERY SCHEDULE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Employer to fill*** | | | ***Service Provider to fill*** | |
| **Outputs/ deliverables/ reports as stated in the Scope of services** | **Description, timing, submission requirements and other relevant details** | **Place of Delivery** | **Price per output** | **Total Price** |
| Car Tracking and Fleet Management System Equipment | Once off – Should be properly Itemized detailing all Equipment involved. | MCA Malawi II Offices |  |  |
| Monthly Charge Per Vehicle |  | MCA Malawi II Offices |  |  |
|  |  |  |  |  |
|  |  |  |  | **Total for all services** |

**Service Provider** [*Include Date and signature*]

**FORM OF QUOTATION**

**(Services)**



To:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Employer’s Name*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Employer’s Address*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We offer to execute the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*name and number of Contract*] in accordance with the **Contract Terms and Conditions** and the priced **Supply** and **Delivery Schedule** accompanying this Quotation for the Contract Price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*amount in words and numbers*] (\_\_\_\_\_\_\_\_\_\_\_\_\_\_) [*name of currency*]\_\_\_\_\_\_\_\_\_\_\_\_\_. We propose to complete the delivery of Services described in the Contract within the Delivery Time indicated in the priced **List of Services** and **Delivery Schedule**.

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

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the **Request for Quotation** document and the **Contract Terms and Conditions**, respectively.

We: (a) have not been associated with the party that prepared the scope of work of the contract that is subject of this **Request for Quotation**; (b) are eligible to contract with MCA-[*include country*] and (c) to the best of our knowledge, are not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Service Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Signatory : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address (optional): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACCEPTANCE** *(to be filled by the Employer)*

The Employer accepts the Service Provider’s offer to supply and deliver the Services. Attached is the Contract with accepted Contract price for the Service Provider’s signature to be submitted to the Employer within \_\_\_\_\_\_[*insert days*] days from receipt.

Name of Employer : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name of Signatory : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Signatory : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## *[AE Logo]*

**CONTRACT**

Contract Title : [*insert contract title*]

Contract Reference Number [*insert ref*.]

This Contract is entered into on \_\_[*date*]\_\_ day of \_[*month*]\_,\_ [*year*], between \_\_\_\_[*name of Employer*]\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Employer”) on the one part, and \_\_\_\_[*name of Service Provider*]\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Service Provider”) on the other part.

Whereas the Employer has requested for quotation for \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*description of services*] to be supplied by the Service Provider in accordance with the **Contract** and has accepted the Quotation by the Service Provider in the amount of \_\_\_[*amount in words*]\_\_\_ [*amount in figures*] hereinafter called “the Contract Price”.

The Employer and the Service Provider agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
2. **Form of Quotation**, with **List of Services** and **Delivery Schedule**.
3. **Contract Terms** and **Conditions**; and
4. **Scope of Services**

**Scope and Description of Services.** The work to be performed by the Service Provider under the Contract (such work being hereinafter called the "Services") is described in the Scope of Services (Appendix A) and Service Provider's List of Services and Delivery Schedule (Appendix B).

**Term of Engagement**.  The Service Provider shall commence the Services on **[***insert start date***]** (the **"Start Date"**). It is presently envisaged that the Services will be completed on or before **[***insert end date***]** (the **"End Date,"** and the period between the Start Date and the End Date, inclusive, shall be referred to as the (**"Term of Engagement"**). The Service Provider shall be engaged by the Employer for the Term of Engagement, provided that the Employer may at any time upon giving the Service Provider reasonable notice in writing, terminate this Contract.

**Payments**. The Employer shall pay to the Service Provider the amounts claimed for the services according to the scope of work (as attached in Appendix B), provided such claims are supported by adequate documentation. All payments by the Employer shall be made to the account(s) of the Service Provider with the following details:

For [*enter currency*] payments:

Account Name:

Account Number:

Bank Name:

Bank Address:

SWIFT Code:

Intermediary Bank account details:

**Notices and Requests.** Any notice or request required or permitted to be given or made under this Contract shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable, email, or fax to the party to which it is required to be given or made at such party's address specified below:

|  |  |
| --- | --- |
| For the Employer | [*Insert Employer Address*] |
|  | Attention: Name and Title |
|  | Email:  Tel |
|  |  |
| For the Service Provider | [*Insert Service Provider Address*] |
|  | Attention: Name and Title |
|  | Email:  Tel |

**Facilities and Services Provided by the** MCA-[*include country*]. The MCA-[*include country*] shall provide the Service Provider free of charge the services, facilities, equipment, documents, and information listed in Appendix C.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of \_\_\_\_\_\_\_\_\_\_ [*country of Employer*] on the date indicated above.

|  |  |
| --- | --- |
| **Signature and seal of the Employer:**  For and on behalf of  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of Authorized Representative | **Signature and seal of the Service Provider:**  For and on behalf of  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Authorized Representative |

**CONTRACT TERMS AND CONDITIONS**

1. **General**

This Contract, including these general terms and conditions, a form of Contract, and any other documents attached hereto, constitute the entire agreement between the parties.

1. **Definitions**

“MCA-[*include country*]” means the Millennium Challenge Account-[*include country*].

The “Service Provider” means the bidder who has been accepted by MCA-[*include country*] and includes the Service Provider's legal personnel representatives, successors, and assignees.

“Services” means the services the Service Provider will perform as specified in Appendix A.

“Contract” means those several documents listed in the Contract and constituting the minimum requirements for the execution of the Services by the Service Provider.

“Employer” means “AE[*insert country*].

“MCC” is the Millennium Challenge Corporation.

“Compact” means [*the Millennium Challenge Compact, dated [insert date] by and between the United States of America and [insert name of Compact country]*].

“Tax” and “Taxes” have the meanings given the terms in the Compact or related agreement.

“Term of Engagement” means the period during which the Service Provider will be expected to perform the Services.

1. **Acknowledgment and Acceptance of Contract**

The Service Provider, by signing the contract and returning it to the MCA-[*include country*], signifies acceptance of the Contract and of the terms and conditions governing the Contract.

1. **Performance of the Services**
   1. The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Employer such information related to the Services as the Employer may from time-to-time reasonably request.
   2. The Service Provider shall at all times cooperate and coordinate with the Employer with respect to the provision of the Services.
   3. The Service Provider shall respect and abide by all applicable laws of [*Employer’s country*].
2. **Fees and Payments**
   1. No fees shall be paid in respect of work performed other than during the Term of Engagement as specified in the Contract.
   2. Except as may be otherwise specified in the Contract, the fees shall also be deemed to include all administrative expenses including per diem allowances, travel and other miscellaneous and overheads of the Service Provider.
3. **Taxes and Duties**

6.1 [***This Clause 6 may need to be modified to address unique tax arrangements in some countries. In situations in which a potential issue exists, the relevant MCC OGC attorney is to be consulted before finalizing a form of Contract based on this Request for Quotations***.] Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at [insert web link], the Service Provider may be subject to certain Taxes on amounts payable by the Accountable Entity under this Contract in accordance with applicable law (now or hereinafter in effect). The Service Provider shall pay all Taxes levied under applicable law. In no event shall the Accountable Entity be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Supplier, the Contract Price shall not be adjusted to account for such Taxes.

6.2 Without prejudice to the rights of the Service Provider under this clause, the Service Provider will take reasonable steps as requested by the Accountable Entity or the [*Government of the Accountable Entity’s country*] with respect to the determination of the Tax status described in this Clause 6.

6.3 If the Service Provider is required to pay Taxes that are exempt under the Compact or a related agreement, the Service Provider shall promptly notify the Accountable Entity (or such agent or representative designated by the Accountable Entity) of any Taxes paid, and the Service Provider shall cooperate with, and take such actions as may be requested by the Accountable Entity, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.

6.4 The Accountable Entity shall use reasonable efforts to ensure that the [*Government of the Accountable Entity’s country*] provides the Service Provider the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the Compact or related agreements.

1. **Contract amendments**
   1. No amendment or other modification of this Contract shall be valid unless it is in writing, is dated, expressly refers to this Contract, and is signed by a duly authorized representative of each Party to this Contract.
2. **Subcontracting**

The Service Provider shall not assign or subcontract the Contract or any part thereof except with the prior consent in writing of the Employer. The Employer may at its sole discretion refuse to consent.

1. **Insurance**
   1. The Service Provider shall be responsible for appropriate insurance coverage and for assuring that any subcontractors it uses also maintain adequate insurance coverage. The Service Provider shall take out and maintain insurance against the risks and for the coverage set forth below:
2. in the event the Service Provider is using owned or leased vehicles in carrying out Services under this Contract in the Country of assignment, adequate motor vehicle insurance cover in accordance with local standards;
3. insurance or self-insurance against loss or damage to (a) the Service provider's personal property used in the performance of Services and (b) any documents prepared by the Service provider in the performance of Services; and

1. insurance against loss of or damage to the equipment purchased in whole or in part with funds provided under this Contract and against loss of or damage to Service Provider's property, including papers and documents, necessary to the Services.
   1. At Employer's request, the Service Provider shall promptly provide evidence showing that insurance required under this Contract has been taken out, maintained and that the current premium have been paid.
2. **Language**

All communications and documents related to the Contract shall be in [*English or local language*].

1. **Confidentiality**
   1. Except with prior consent of the Employer, the Service Provider shall not at any time communicate to any person or entity any information disclosed to the Service Provider for the purposes of the Services or discovered in the course of the Services, nor shall the Service Provider make public any information known as a result of the Services.
   2. If Service Provider in the course of services is expected to handle sensitive, private of confidential information, such service provider shall sign Non-disclosure Agreement.
2. **Fraud and Corruption**

12.1 The Service Provider shall comply with the [Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations | Millennium Challenge Corporation](https://www.mcc.gov/resources/doc/policy-fraud-and-corruption)

1. **Accounts and Records**
   1. The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in accordance with the provisions of [Annex of General Provisions | Millennium Challenge Corporation (mcc.gov)](https://www.mcc.gov/resources/doc/annex-of-general-provisions) and internationally accepted accounting principles.
2. **Termination Procedures**

**By the Employer**

* 1. Termination for Default: The MCA-[*include country*] may terminate performance this Contract, if:
     1. If the Service Provider, in the judgment of the Employer or MCC, fails to perform its obligations relating to the use of funds set out in [Annex of General Provisions | Millennium Challenge Corporation (mcc.gov)](https://www.mcc.gov/resources/doc/annex-of-general-provisions)
     2. If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (21) days after being notified
     3. If, as the result of an event of Force Majeure, the Service Provider is unable to perform a material portion of its obligations for a period of not less than sixty (30) days
     4. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings in accordance with clause 16.2.
  2. Termination for Insolvency. The MCA-[*include country*] may at any time terminate this Contract by giving notice to the Service Provider if the Service Provider becomes insolvent or bankrupt, and/or fails to exist or is dissolved.
  3. Termination for Convenience. The MCA-[*include country*], by notice sent to the Service Provider, may terminate this Contract, in whole or in part, at any time in its sole discretion for its convenience.

**By the Service Provider**

* 1. The Service Provider may terminate this Contract, by not less than thirty (21) days’ written notice to the Employer if:

1. If the Employer fails to pay any money due to the Service Provider pursuant to this Contract that is not otherwise subject to dispute pursuant to Clause 16.2 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.
2. If, as the result of an event of Force Majeure, the Service Provider is unable to perform a material portion of this Contract for a period of not less than sixty (60) days.
3. If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 16.2
4. **Force Majeure**

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 party over whom such Party has control, including any Subcontractor), (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume 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.

1. If either party is temporarily unable because of an event of Force Majeure to meet any obligations under the Contract, such party shall give to the other party written notice of the event within fourteen (14) days after its occurrence.
2. The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
3. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause 15 or delays arising from such event.
4. Any period required by a party to perform an obligation or complete any action or task pursuant to this Contract, shall be extended for a period equal to the time during which such party was unable to perform such action because of Force Majeure.
5. During any period of the Service Provider's inability to perform the Services in whole or in part, because of an event of Force Majeure, the MCA-[*include country*] in its sole discretion, may determine whether the Service Provider shall be entitled to continue to be paid under the terms of this Contract and reimbursed for additional costs reasonably and necessarily incurred by them during such period and in reactivating the Services after the end of such period.
6. **Governing Law and Settlement of Disputes**
   1. Governing law is the law of [*Employer’s country*].
   2. The Employer and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the unresolved dispute between the Employer and the Contractor, the dispute shall be settled in accordance with the provisions of the \_\_\_\_\_\_\_\_\_\_\_\_\_ [*rules of the Employer’s country].*