



**GOVERNMENT OF LIBERIA
MILLENNIUM CHALLENGE ACCOUNT LIBERIA
RESPONSES TO REQUEST FOR CLARIFICATION**

Ref: Ref: 4A1506/EP/010-1

Electricity Cost of Service Study (COSS) and the Development of a Cost Reflective Electricity Pricing Model for Liberia Electricity Regulatory Commission (LERC)

Following the advertisement and issuance of a Request for Proposals (RFP) for the **Electricity Cost of Service Study (COSS) and the Development of a Cost Reflective Electricity Pricing Model for Liberia Electricity Regulatory Commission (LERC)**, a pre-proposal conference was held on **August 1, 2019 at 2:15 pm (Liberia time)**. Consultants were provided the opportunity to request questions/clarifications related to the RFP in writing.

The following are the request for clarifications from participants of a Pre-Proposal Conference held on August 1, 2019 and after the Pre-Proposal Conference:

| # | Consultants' Queries | MCA-Liberia's Responses |
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| 1. | After a close examination on the RFP document and the ToR, we understand that there is no specific requirement on the field time to be spent by the consultant team during the implementation of the project. Therefore, we understand that MCC is not expecting a full time on-field team to be mobilized for the project, and that the field time would need to be proposed by the Consultant in his proposal and methodology. Could you please confirm our understanding on this point? | <i>The Consultant shall by an understanding of the terms of reference allocate its key staff in the most optimally efficient manner towards achieving the objectives of this assignment. At the Consultant's discretion, human resources may be allocated as on – field full time, part-time or allocated on as needed basis. This shall be contained in the Consultant's proposal and shall reflect the Consultant's understanding of the ToR and approach to the assignment. The consultant should therefore propose the necessary field time to accomplish a high quality set of deliverables under the contract.</i> |

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| 2. | <p>We are interested in preparing an offer for the above mentioned opportunity. Nevertheless, we would kindly ask for an extension of delay.</p> <p>Could you please consider extending the deadline by 2 weeks?</p> | <p><i>See Addendum # 1 to the RFP.</i></p> |
| 3. | <p>In Section III. Qualification and Evaluation Criteria, ITC 23.1.1-c) proven experience of having completed successfully at least one (1) project for each assignment listed in 9.0.b within the last 5 (five) years... (page 43 of pdf document).</p> <p>Where do we find the list in 9.0.b?</p> | <p><i>Refer to Addendum #2 to the RFP.</i></p> |
| 4. | <p>In the experience requirement for the Team Leader, there is an indication that he/she must be "an independent professional". Could you please clarify the meaning of this expression?</p> | <p><i>"An independent professional "in this context means that the Team Leader should be an employee or independent consultant of the proposer. However, he/she must not be a full time employee of a sub consultant or any other organization in order to avoid conflict of interest or conflict of commitment. The Team Leader should have no conflicts of interest in his or her role with respect to the work to be completed.</i></p> |
| 5. | <p>Regarding the Task 3 on the field surveys, we would like to assess whether MCA has some minimum indications on the following aspects, or they should depend entirely on the assessment of the Consultant when proposing its methodology:</p> <ul style="list-style-type: none"> <li data-bbox="203 1562 561 1629">i. Anticipated time in the field? <li data-bbox="203 1667 561 1871">ii. Necessity or desirability to have experience working with the MCC or similar procedures related to the evaluation of micro-data? | <ul style="list-style-type: none"> <li data-bbox="618 1251 1537 1493">i. <i>Anticipated field time (regarding the Task 3 on the field surveys) is indicated in Section V (Terms of Reference), (7), Deliverables and Payment Schedule, Table 1 (Deliverables and Due Dates), Task 3 (Data Collection), Column 7 of Field Survey and Data Collection of the RFP as approximately 20 working days plus 5 days for reporting. However, anticipated field time must be proposed by consultant based upon its methodology.</i> <li data-bbox="618 1530 1073 1562">ii. <i>Refer to Addendum #2 to the RFP.</i> <li data-bbox="618 1600 1537 1900">iii. <i>"The Consultant is expected to propose a sample, which will be representative at the national level, balancing precision and cost considerations. This sampling approach is subject to change. The contractor may propose random stratified sampling according to characteristics such as number of employees and sector for businesses and electricity access for households. The contractor may also identify initial within strata variables such as sex or age of the head of household or business owner. It is expected that approximately 2,500-3,000 households and 750-900 businesses would be included in the sample.</i> |

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| | <p>iii. Anticipated size of the field study (anticipated number of responses etc.)? Also envisaged timing to fit in with the proposed 37 weeks study timeframe.</p> <p>iv. None of the KE's requirements are specifically design to cover the field surveys and the WTP analysis. Only the NKE (Social and Demographer) are more focused on those particular tasks, even though there are not evaluated in the Technical Score. How would MCA evaluate those skills within the proposed team? Would it be evaluated alongside the overall methodology?</p> | <p><i>The contractor is expected to collect geographic coordinates for each household and business that is surveyed. The Consultant is however responsible for proposing its own sampling approach and as part of its Study Proposal (Study Design and Methodology) shall make this part of Task 2.</i></p> <p>iv. <i>Refer to Addendum #2 to the RFP.</i></p> |
| 6. | <p>Sec. I, ITC 5.3, Eligibility of consultants:</p> <p>i. Please provide Eligibility of consultants.</p> | <p><i>Consultants are required to meet the requirements as outlined in the RFP, Section 3.5, Qualification Table and the provisions of Part 10, Eligibility Verification Procedures of the MCC Program Procurement Guidelines shall apply after the submission of proposals to all consultants and through the implementation of the assignment to the awarded consultant.</i></p> |
| 7. | <p>Sec. III, 3.4, Evaluation Criteria, 1. Organisational capability and experience – 20 marks, 2. Approach and Methodology – 25 marks:</p> <p>i. Please clarify how the scoring under all heads would be done.</p> <p>ii. What is the weightage for each Criteria and Sub-Criteria?</p> | <p><i>Refer to Addendum #2 to the RFP.</i></p> |

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| 8. | <p>Sec. III, 3.4, I. Organisational capability and experience, b. Point Minimum 10 years of relevant work experience in electricity sector survey and power system planning (sub-criteria i to iv).</p> <p>i. Please clarify whether experience/ assignments under all sub-criteria (i to iv) are required to be submitted or any of the four can be provided?</p> <p>ii. What are the minimum and maximum no of assignments to be showcased?</p> | <p>i. <i>Experience/assignments under all sub-criteria (i to iv) must be submitted.</i></p> <p>ii. <i>Refer to Addendum #2 to the RFP.</i></p> |
| 9. | <p>Sec. III, 3.4, I. Organisational capability and experience, c. Proven experience of having completed successfully at least one (1) project for each assignment listed in 9.0 b within last 5 years is required with verifiable references for each:</p> <p>i. Please provide details of 9.0 b as we are unable to locate in RFP.</p> <p>ii. Also we request that experience within last 10 years be allowed to demonstrate.</p> <p>iii. What are the minimum and maximum no of assignments to be showcased?</p> | <p>i. <i>Refer to Addendum #2 to the RFP.</i></p> <p>ii. <i>Refer to Addendum #2 to the RFP.</i></p> <p>iii. <i>Refer to Addendum #2 to the RFP.</i></p> |
| 10. | <p>Sec. III, 3.4, I. Organisational capability and experience, e. Experience in Sub-Saharan Africa is desirable:</p> <p>i. Request to remove this sub-criteria and may consider similar experience in any country.</p> | <p>i. <i>Refer to Addendum #2 to the RFP.</i></p> <p>ii. <i>Refer to Addendum #2 to the RFP.</i></p> |

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| | <p>ii. What are the minimum and maximum no of assignments to be showcased?</p> | |
| 11. | <p>Sec. III, 3.4, 3. Qualifications of Key personnel – All 7 positions Must have a Minimum 5 years experience working in sub-Saharan Africa</p> <p>i. Request to remove this sub-criteria from all 7 positions as it is limiting the competition and experience of key personnel from developed countries may not get appropriate weightage.</p> <p>ii. Further please clarify how the sub-criteria of scoring for each key personnel would be evaluated. Provide breakup of the same.</p> | <p>i. <i>Refer to Addendum #2.</i></p> <p>ii. <i>Key Personnel will be evaluated per position over the total points allocated for that position and the total will be the sum of the points obtained from the nine positions out of the maximum points available for criteria 3, Qualifications, Relevant Experience, and Suitability of Key Personnel for the Assignment, which is 60 per Addendum #2 to the RFP.</i></p> |
| 12. | <p>Sec. V, 4.3, Task3 – Field Survey/ Study and data collection:</p> <p>Please clarify the sample size to be surveyed under this Task.</p> | <p><i>See response to question 5 above.</i></p> |
| 13. | <p>Sec. V, ToR 9.0, c. Proven experience of having completed successfully at least one (1) project for each assignment listed in 9.0 b within last 5 years is required with verifiable references for each:</p> <p>Please provide pt. a and b as the same are missing the RFP. The page 83 directly starts from pt c.</p> | <p><i>Refer to Addendum #2 to the RFP.</i></p> |
| 14. | <p>Force Majeure clause requires modification: Clause 13.2 of SCC provides that arbitration proceedings shall be according to UNCITRAL Law and further sub clause (6) provides that seat of</p> | <p><i>The clause will remain unchanged.</i></p> |

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| | <p>the arbitration shall be at USA. However, as per general international agreements, the seat of Arbitration shall be at neutral country (preferably Singapore) and procedures of Singapore International Arbitration Centre (SIAC) shall be made applicable for Arbitration proceedings.</p> | |
| 15. | <p>Clarity on maximum aggregate liability: Clause 35.1 of GCC provides that consultant's liability shall be such as may be prescribed under law or specified in SCC. However, clause 35.1 of SCC is incomplete and it is yet to be negotiated between the parties. So, it is assumed that the maximum aggregate liability / indemnity of the Consultant under the contract or otherwise shall be limited up to the total amount of fees received by the Consultant till the date of arise of such liability / indemnity. Hence, the understanding should be clarified.</p> | <p><i>This may be addressed and discussed with the recommended Consultant.</i></p> |
| 16. | <p>Change in applicable laws and taxes: Clause 45.1 of the GCC provides that in case of change of applicable law with respect to taxes and duties which increases/decreases the cost incurred by the consultant in performance of the services, then cost shall not be increased on that account and provisions of GCC 18(e) shall be applicable. As per clause GCC (e), the MCC entity shall reimburse the taxes paid. However, as per clause 18(f), consultant can terminate the contract in case of non- receipt of reimbursements of taxes paid. However, this clause is contradictory to clause 18(a) of GCC which requires consultant</p> | <p><i>This may be addressed and discussed with the recommended Consultant.</i></p> |

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| | to pay taxes. Further, there is no clause which safe guards the money paid by the consultant on taxes. Hence, as per understanding, payment clause shall be modified to safe guard payment of the consultant on account of taxes paid and not reimbursed as on date of the completion/termination of the contract. | |
| 17. | No liquidated damages/ penalties: GCC and SCC does not contain any mention of penalties / liquidated damages in case of delay of performance of services by the consultant. Hence, it is understood that there are no liability on account of penalties/ liquidated damages in the contract. | <i>This may be addressed and discussed with the recommended Consultant.</i> |
| 18. | Clause 10.3, <u>10.5</u> 34.1, 38.1 and 43.1 of SCC are incomplete. Please clarify. | <i>This is the standard form of contract and will be completed when entering into negotiations with the recommended consultant.</i> |
| 19. | Task 4 requests "Medium-Term and Long-Term Least-Cost Expansion Programs for electricity generation, transmission, distribution and supply to meet projected maximum demand over the next twenty (20) years up to 2038. The first five (5) years of this Expansion Plan shall form the basis of the Cost of Service Study and Tariff Design. A dynamic optimization programming technique shall be applied in the development of the least-cost expansion model". This is typically quite an extensive exercise, and the budget requirements for the assignment suggest this exercise is likely to be quite extensive. However, the | <p><i>In carrying out this Task, the Consultant shall take into account the documents listed under Task 4.4 of the Terms of Reference. s (specifically, the Consultant's work shall be based upon the documents listed in a. and b.) where similar least cost expansion plans have been developed under various sensitivities and scenarios. The Consultant shall be reviewing these documents in the light of existing realities in order to develop an updated projected demand and expansion plan over the twenty year horizon.</i></p> <p><i>The terms of reference indicate that this work is going to be mainly based on previous work done as listed with the Consultant's input being to provide an update that takes account of developments since the plans were produced. The focus is on the first five years, which will provide inputs for the COSS. The indicative trends to 20 years is to show the direction of changes in costs – whether they are likely to be increasing or decreasing. Given the size of the country's power system, this work is not expected to have the depth and complexity implied in the question.</i></p> |

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| | <p>brief request gives little indication of the depth and complexity of this activity.</p> <p>Please can you give any additional information to support the requirements for this exercise?</p> | |
| 20. | <p>PDS, ITC 8.1, Clarifications will be issued by Aug 16 which is 14 days before deadline for proposal. Given that it takes about a week for a package to reach Monrovia from US, at least three weeks from clarification date should be allowed for bid submission.</p> | <p><i>Refer Addendum #1 to the RFP.</i></p> |
| 21. | <p>PDS, ITC 18.1, The scope of the study is very wide requiring diverse set of skills to be included in the team. MCA should extend the due date by two weeks to allow for sufficient time for developing strong proposals.</p> | <p><i>Refer to Addendum #1 to the RFP.</i></p> |
| 22. | <p>Section III. Qualification and Evaluation Criteria; ITC 23.1, 3.4 Evaluation Criteria. Sub-Criteria 3. Qualifications, Relevant Experience, and Suitability of Key Personnel for the Assignment:</p> <p>In general, the requirements for key personnel are very specific and should be relaxed.</p> <p>i. Team Leader – Minimum 5 years' experience working in sub-Sahara Africa should be relaxed to 'experience working in sub-Sahara Africa preferred'</p> | <p>i. <i>Refer to Addendum #2 to the RFP.</i></p> <p>ii. <i>See the response in question 4.</i></p> <p>iii. <i>Refer to Addendum #2 to the RFP.</i></p> <p>iv. <i>Refer to Addendum #2 to the RFP.</i></p> <p>v. <i>Refer to Addendum #2 to the RFP.</i></p> <p>vi. <i>Refer to Addendum #2 to the RFP.</i></p> <p>vii. <i>Refer to Addendum #2 to the RFP.</i></p> <p>viii. <i>Refer to Addendum #2 to the RFP.</i></p> <p>ix. <i>Refer to Addendum #2 to the RFP.</i></p> <p>x. <i>Refer to Addendum #2 to the RFP.</i></p> |

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| | <p>ii. Please clarify what is meant by 'must be an independent professional'</p> <p>iii. Power Generation Expert – Please relax 'master's degree' to 'bachelor's degree'</p> <p>iv. Transmission and Distribution Expert – Please relax 'master's degree' to 'bachelor's degree'</p> <p>v. Power Economist & Electricity Pricing Expert - Please relax 'master's degree' to 'bachelor's degree'. Minimum 5 years' experience working in sub-Sahara Africa should be relaxed to 'experience working in sub-Sahara Africa preferred'</p> <p>vi. Power System Planning Expert - Please relax 'master's degree' to 'bachelor's degree'. Minimum 5 years' experience working in sub-Sahara Africa should be relaxed to 'experience working in sub-Sahara Africa preferred'</p> <p>vii. Legal and Regulatory Expert - Please relax 'master's degree' to 'bachelor's degree'.</p> <p>viii. Please allow consulting assignments with regulatory bodies and utilities and relax minimum 7 years requirement</p> <p>ix. Minimum 5 years' experience working in sub-Sahara Africa should be relaxed to 'experience working in sub-Sahara Africa preferred'</p> | |

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| | <p>x. Financial Analyst and Utility Accounting Expert - Please relax 'master's degree' to 'bachelor's degree'. Minimum 5 years' experience working in sub-Sahara Africa should be relaxed to 'experience working in sub-Sahara Africa preferred'.</p> | |
| 23. | <p>Section III. Qualification and Evaluation Criteria, Factor – 3.5.4 Experience, and Sub-Factor – 3.5.4.1 Organizational Capability and Technical Experience:</p> <p>Please allow sub-consultants to contribute to Form TECH-3</p> | <p><i>The requirement is not changed. Consultants are required to submit their proposals in accordance with the RFP requirements.</i></p> |
| 24. | <p>Section V Terms of Reference, Task 4:</p> <p>Please clarify level of detail for the Least Cost Expansion Program for generation, transmission and distribution. A detailed least cost expansion plan with dynamic optimization programming model may be beyond the budget and timelines of the assignment.</p> | <p><i>See response to question 19.</i></p> <p><i>Given the fact that the main activity is updating previous work done and detail is on the first five years needed for the COSS study, this task is not expected to have the depth and complexity implied in the question.</i></p> |
| 25. | <p>Clause 9.0 (Section V – Terms of Reference – Pages 84, 85):</p> <p>Name of Position: 1. Team Leader, 4. Power Economist & Electricity Pricing, Experience - Must have a minimum of five (5) year of experience working in sub-Saharan Africa.</p> <p>Name of Position: 5. Power System Planning Expert, 6. Legal & Regulatory Expert, 7. Financial Analyst & Utility Accounting Expert, Experience -</p> | <p><i>Refer to Addendum #2 to the RFP.</i></p> |

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| | <p>Must have a minimum of five (5) years' experience working in developing countries particularly in sub-Saharan Africa.</p> <p>Name of Position: 8. Social Expert, 9. Demographer & Statistician, Experience - Must have a minimum of ten (10) years' experience working in developing countries particularly in sub-Saharan Africa.</p> <p>We have a team of more than 250 power sector experts with extensive experience of working in the power sector of developing countries. They have been involved in setting up of independent regulators at national/ state level, determining accurate cost of service, development of multi-year tariff frameworks, determination of generation, transmission and distribution tariff, policy advocacy to governments/utilities/regulators and other sector reforms at the inception stages in developing countries such as India, Bangladesh, Sri Lanka, Bhutan, Vietnam, Laos and Nepal. The power sector in these developing countries has also gone through / is going through transition similar to Sub Saharan African countries and the nature of socio economic issues faced is also similar.</p> <p>i. Considering the above, it is requested that these Clauses be modified to '... experience 'in developing countries' so that we can leverage our substantial</p> | |

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| | experience in delivering this assignment. | |
| 26. | <p>1. Name of Position – Power Generation Expert, Experience - A minimum of ten (10) years of relevant experience in power generation at a utility is required. Qualification – Masters in Electrical or Mechanical Engineering or other similar fields.</p> <p>2. Name of Position – Transmission & Distribution Expert Experience - A minimum of ten (10) years of relevant experience in the transmission and distribution at a utility is required.</p> <p>The nature of consultancy services that are needed to be provided as per scope of work entails that Consultant should have worked with numerous utilities and regulators on various issues related to generation, transmission and distribution of electricity. As Consultants having decades of relevant experience with Generation, Transmission and Distribution Utilities, we are fully equipped to demonstrate our competence.</p> <p>i. Considering the above, it is requested that this Clause be modified to:</p> <p>Generation Expert - ‘...relevant experience in power generation with utilities and regulators....’</p> <p>Transmission & Distribution Expert - ‘...relevant experience in transmission and distribution with utilities and regulators....’</p> | Refer to Addendum #2 to the RFP. |

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| 27. | <p>3. Name of Position – Power Generation Expert, Qualification – Masters in Electrical or Mechanical Engineering or other similar fields.</p> <p>4. Name of Position – Transmission & Distribution Expert, Qualification – Masters in Electrical Engineering or other similar fields.</p> <p>The primary aim of this study is to determine cost of service, which entails knowledge of socio economic, commercial and financial issues. As Consultants having decades of relevant experience with Generation, Transmission and Distribution Utilities, we have more than 250 professionals specializing in power sector of developing countries and most of them possess Bachelors in Engineering plus Post Graduation in Management qualifications. Therefore, we suggest that these utility experts' qualifications should be Engineering plus Management for deriving the maximum benefit for the purpose of this assignment.</p> <p>- Considering the above, it is requested that this Clause be modified to:</p> <p>Generation Expert - 'Masters in Electrical or Mechanical Engineering or Bachelors in Engineering plus Post Graduate in Management or other similar fields'</p> <p>Transmission & Distribution Expert - 'Masters in Electrical Engineering or Bachelors in Engineering plus Post</p> | <p><i>Refer to Addendum #2 to the RFP.</i></p> |

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| | <p>Graduate in Management or other similar fields'</p> | |
| 28. | <p>6. Name of Position – Legal & Regulatory Expert, Key Qualifications – Master's degree in Law is required</p> <p>The experience requirements state that relevant experience in assessing or developing legislation, regulations, and institutional arrangements for power sector companies - government owned and/or privatized is required. We have got substantial experience and numerous assignments in all these fields which have been executed by competent personnel with degrees in Management and Engineering.</p> <p>i. Considering the above, it is requested that the Clause be updated to 'Master's degree in Law or Management or Engineering is required'</p> | <p><i>Refer to Addendum #2 to the RFP.</i></p> |
| 29. | <p>7. Name of Position – Financial Analyst & Utility Accounting Expert, Key Qualifications - Master's degree in Finance or other similar fields is required</p> <p>Due to requirement of experience in financial analysis, accounting etc.</p> <p>i. It is requested that key qualifications be modified slightly as 'Master's degree in Finance or Management or other similar fields such as Chartered Accountant (CA) is required.</p> | <p><i>Refer to Addendum #2 to the RFP.</i></p> |

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| 30. | <p>Clause 4.4 (Section V – Terms of Reference – Page 71)</p> <p>TASK 4 – ELECTRICAL ENERGY DEMAND ANALYSIS</p> <p>The Consultant shall, based upon the Revised Energy and Maximum Demand Forecast prepared under Task 4, recommend Medium – Term to Long - Term Least-Cost Expansion Programs for electricity generation, transmission, distribution and supply to meet projected maximum demand over the next twenty (20) years up to 2038. The first five (5) years of this Expansion Plan shall form the basis of the Cost of Service Study and Tariff Design. A dynamic optimization programming technique shall be applied in the development of the least-cost expansion model.</p> <p>i. Request you to clarify if the Consultants are required to develop a new report for Medium-term to Long-term Least-Cost Expansion Programs or update the existing report (Government of Liberia Least Cost Power Development Plan, April 2014) based on the revised demand forecasts?</p> <p>Developing a new report from scratch would entail duplication of various elements from the previous report, leading to significant usage of time and cost.</p> <p>Clause 9.0 (Section V – Terms of Reference – Pages 84, 85), 5. Power System Planning Expert –</p> | <p>i. <i>See response to question 19.</i></p> <p>ii. <i>Refer to Addendum #2 to the RFP.</i></p> |

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| | <p>min 10 years of relevant power sector experience conducting power system planning and modelling is required:</p> <p>ii. In case only an update to the existing least cost expansion plans is expected, request you to modify this clause as follows:</p> <p>5. Power System Planning Expert – min 10 years of relevant power sector experience analyzing power system planning and modelling is required'</p> | |
| 31. | <p>Clause 9.0 (Section V – Terms of Reference – Page 83)</p> <p>The Consultant shall be a firm which satisfy the following conditions;</p> <p>b) Minimum ten (10) years of relevant work experience in electricity sector survey and power system planning involving the under listed assignments is required;</p> <p>i. Electricity Demand Studies, ii. Willingness to Pay Study iii. Request you to include experience of conducting Willingness to Pay Studies with similar objectives and features in other sectors, so that wider variety of experience can be leveraged and best practices from other sectors can also be adopted.</p> | <i>Not considered. Shall remain unchanged.</i> |
| 32. | <p>The RFP document is silent on limitation of liability of the Consultant. A Clause may be inserted as – “The overall liability of the Consultant shall not exceed the amount of fees paid to Consultant. Neither Party</p> | <i>This may be addressed and discussed with the recommended Consultant.</i> |

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| | will be liable for indirect/consequential losses” | |
| 33. | <p>Section 5 Clause 9 - Table 2 – Key Staff Position: Team Leader Experience point No. 5</p> <p>Must have a minimum of five (5) years' experience working in sub-Saharan Africa</p> <p>It is somewhat challenging to find an expert who meets all experience criteria, including this one. Further, experience of developing regions outside of Africa is also relevant and useful, in terms of international best practices.</p> <p>i. We request that either this criteria may be made as a “preferred” (with some additional points) rather than “mandatory” criteria or the criteria is relaxed to additionally allow experience of working in developing economies.</p> | <i>Refer to Addendum #2 to the RFP.</i> |
| 34. | <p>Section 5 Clause 9 - Table 2 – Key Staff Position: Power Generation Expert Experience point No. 1</p> <p>A minimum of ten (10) years of relevant experience in power generation at a utility is required.</p> <p>It is challenging to find an expert who has worked in a utility and is now doing consulting.</p> <p>i. We suggest to modify the clause as below.</p> <p>A minimum of ten (10) years of relevant experience in power</p> | <i>Not considered. Shall remain unchanged.</i> |

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| | generation either at a utility or as a consultant to utilities. | |
| 35. | <p>Section 5 Clause 9 - Table 2 – Key Staff Position, Transmission & Distribution Expert Experience point No. 1:</p> <p>A minimum of ten (10) years of relevant experience in the transmission and distribution at a utility is required.</p> <p>i. Similar to above, we suggest to allow experience in consulting to utilities as well.</p> | <i>Not considered. Shall remain unchanged.</i> |
| 36. | <p>Section 5, Clause 9 CONSULTANT'S QUALIFICATION AND EXPERIENCE - Key Staff - Team Leader:</p> <p>Experience (Point 5): Must be an independent professional with strong organizational skills.</p> <p>i. Please clarify that the term "independent" does not in any way restrict permanent employees of firms to be positioned.</p> | <i>See the response in question 4.</i> |
| 37. | <p>Section 5, Clause 4.2: Task 2 - Point c, Current and projected Regulatory Asset Bases of LEC's and other electricity operators, including relevant deliverables and databases from the Asset and Customer Mapping Study to be undertaken by LEC in 2019.</p> <p>1. Please provide current status of the Asset and Customer Mapping Study</p> | <i>The Asset and Customer Mapping Study will commence in October 2019 and relevant reports and deliverables will be shared with the Consultant during this assignment, when available, rather than before the assignment.</i> |

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| | <p>2. Will the study be provided to the consultant before the assignment starts?</p> | |
| <p>38.</p> | <p>Section 5 Clause 4.2: Task 2 - Para 5</p> <p>The Consultant shall review the current version of MCC's Evaluation Microdata Documentation and De-identification Guidelines.</p> <p>i. Could you please provide more details on the IRB approval process in terms of the steps and timelines involved? Also, will the IRB be local or international? If local, will it be one of MCA-L/ LERC/ LEC/ key stakeholders or any other national entity? Our queries are directed towards having a better idea about the efforts/ costs involved in the IRB process.</p> | <p><i>Section V, Terms of Reference, of the RFP on page 68 describes when local and/or international IRB review is required. There are no standard IRB timelines; vendors are expected to determine whether Liberia has local requirements and abide by them; research HHS-registered IRBs, as appropriate, and assess what is involved in the application process, how long it might take, and what it is expected to cost.</i></p> |
| <p>39.</p> | <p>Section 5, Clause 4.5: Task 5 - WILLINGNESS TO PAY (WTP) ANALYSIS (Para 1)</p> <p>The WTP Analysis shall have a national scope hence the survey shall cover the geographical territory of the Republic of Liberia.</p> <p>i. While we understand that the entire country has to be covered, is it possible to provide an idea about the number of zones/ divisions that need to be covered across urban/ peri-urban and rural areas?</p> | <p><i>Liberia is administratively divided into fifteen (15) counties, which is further subdivided into sixty (60) districts. It is expected that the WTP Analysis will cover at a minimum a district level survey.</i></p> <p><i>Consultant to propose its methodology.</i></p> |

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| 40. | <p>Section 5 Clause 4.3: Task 3 - Energy Demand Study (Para 2)</p> <p>Various types of data including quantitative, qualitative, physical and geographical data may need to be collected depending on the expected outcomes of the Demand Study, Willingness to Pay Survey and Cost of Service Study.</p> <ol style="list-style-type: none"> 1. We assume that for existing consumers, energy demand is to be gathered only through a review of secondary sources while for unconnected consumers, this data has to be gathered through the WTP survey. Can you please confirm this understanding? 2. For industrial and commercial consumers, is there any requirement to undertake primary survey to estimate the energy demand? | <ol style="list-style-type: none"> 1. <i>It is expected that the Consultant shall make assumptions in the Study Proposals (Study Design and Methodology) which shall be approved by the client.</i> <p><i>The contractor should administer the WTP survey to a nationally representative sample of both existing and unconnected households and firms (also see response to question 6 above).</i></p> <ol style="list-style-type: none"> 2. <i>Yes, own-production by industrial and commercial users is quite important in this context.</i> |
| 41. | <p>Section 5, Clause 4.9: Task 9 - REGULATORY ACCOUNTING SYSTEM</p> <p>The Consultant shall develop guidelines including a system for Regulatory Accounting in consultation with LERC.</p> <ol style="list-style-type: none"> i. Is the consultant also supposed to undertake legal drafting of the regulatory accounting framework? | <p><i>No, not required.</i></p> |
| 42. | <p>Section 5, Clause 4.11 - TASK 11 – TRAINING</p> <p>The Consultant shall design and implement a training program, in Liberia, to provide training for a select group of technical staff of</p> | <ol style="list-style-type: none"> 1. <i>In accordance with Section II, ITC 1.5 and Section V, 11.0, Resource to be provided by MCA-L, this is the responsibility of MCA-Liberia.</i> 2. <i>Approximately 15 – 20 persons</i> |

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| | <p>LERC, RREA, MME, LEC and other electricity operators to enable them to effectively apply the Cost Reflective Electricity Pricing Model and the Regulatory Accounting Guidelines.</p> <p>1. Will the Consultant need to bear expenses related to training logistics (venue rental, food & beverage, projector, etc.)?</p> <p>2. Please provide an estimate of the number of participants expected for the training</p> | |
| 43. | <p>Section 5 Clause 5 - WORKSHOPS</p> <p>The Consultant shall deliver four (4) workshops at critical stages of the assignment</p> <p>i. Will the Consultant need to bear expenses related to workshop logistics (venue rental, food & beverage, projector, etc.)?</p> | <p><i>In accordance with Section II, ITC 1.5 and Section V, 11.0, Resource to be provided by MCA-L, this is the responsibility of MCA-Liberia.</i></p> |
| 44. | <p>Section 2 Clause C - ITC 12.2.C Section 1. Clause 12.2.C</p> <p>The estimated budget for the assignment is between US \$850,000 and US \$1,100,000. The estimated budget or the estimated number of person-months for Key Professional Personnel envisaged to execute the assignment may be provided in the PDS. However, the evaluation of the Proposal shall be based on the price and number of person-months estimated by the Consultant.</p> | <p><i>The assumption is correct.</i></p> |

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| | <p>Considering these two clauses, we assume that the Consultant is not restricted to provide a quote within the specified budget range but rather a quote which is in sync with the number of person-months estimated by the Consultant.</p> | |
| 45. | <p>Section 6 Clause 24 - Fraud and Corruption Requirements</p> <p>We request you to replace this by a standard Anti-Bribery & Anti-Corruption clause as mentioned below:</p> <p>1. Anti-Bribery & Anti-Corruption: Each Party represents, warrants and undertakes that: It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official</p> | <p><i>The Fraud and Corruption Requirements (GCC 24) will remain unchanged.</i></p> |

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| | <p>capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a "person" is any individual, partnership, company or any other legal entity, public or private.</p> <p>2. Each Party shall, adhere to applicable anti-bribery and corruption laws.</p> <p>3. Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b).</p> <p>4. It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.</p> | |
| 46. | <p>Section 6 Clause 35 - Liability of the Consultant</p> <p>1. In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages</p> | <p><i>GCC Clause 35 (liability of the Consultant) will remain unchanged. May be discussed at the MCA Entity's discretion with the recommended Consultant.</i></p> |

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| | <p>(including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.</p> <p>2. The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement.</p> | |
| 47. | <p>Economic and Trade Sanctions</p> <p>We request you to please add this clause as below:</p> <p>As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union ("Sanctions"), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, "parent" is a</p> | <p><i>Request denied.</i></p> |

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| | <p>person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify CRISIL if any of these circumstances change, upon occurrence of which, CRISIL shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client's breach.</p> | |
| 48. | <p>We request you to please add this clause as below: The Client acknowledges that the Consultant or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis.</p> | <p><i>Request denied.</i></p> |
| 49. | <p>ITC 12.5-Per diem and in country travel must be included in the total price in form FIN -2 and must be comparable to the per diem rates stipulated in Annex 7 of the MCA –Liberal Fiscal Accountability plan presently in force.</p> <p>We are unable to check the Link mentioned below the ITC 12.5 clause. Please provide the link to access the data.</p> | <p><i>The link is as follows:</i> https://www.mca.gov.lr/images/Policies/MCAL_FISCAL%20ACCOUNTABILITY%20PLAN.pdf <i>The website is www.state.gov.</i></p> |
| 50. | <p>ITC 18.1- Proposals must be submitted not later than 2:30pm on August 30, 2019.</p> <p>As the bid submission is stipulated in hard copy, and in India we will have some holidays in the month of August. In</p> | <p><i>Refer to addendum # 1 to the RFP.</i></p> |

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| | <p>addition to this the transit time of the documents from India to Liberia is of 7days We would like to request the MCA team to extend the timeline by a week.</p> | |
| 51. | <p>ITC 23.1- Organizational Capability and Experience of the Consultant:</p> <p>a. Min of 15 years of relevant experience in electric power industry is required</p> <p>b. Min of 10 years of relevant work experience in electricity sector survey and power system planning involving the under listed assignments is required.</p> <p>With reference to the clause ITC 23.1- We would like to know the following:</p> <p>i. What is the minimum number of project experience a consultant shall have to qualify the criteria of ITC 23.1.a and ITC 23.1.b?</p> <p>ii. What is the break-up of overall score of Total score of 20 assigned under section- ITC 23.1?</p> | <p>i. Refer to addendum #1 to the RFP.</p> <p>ii. There is no breakup. The final score is dependent on how well a proposal meets the requirement for this criterion. The scoring scheme is in Addendum #2.</p> |
| 52. | <p>Form Fin-3- Breakdown of Price by Activity (3) Provide fully loaded prices (including international travel, communications, local transportation, office expenses, shipment of personal effects, direct and indirect taxes and profit)</p> | <p><i>Section 2.6 of the Millennium Challenge Compact ("Compact") directs that "all MCC Funding is free from the payment or imposition of any existing or future taxes, duties, levies, contributions or other similar charges." Annex II of the Program Implementation Agreement (PIA) explains that MCA-Liberia, the Project Implementation Unit at the Liberia Electricity Company (the "PIU"), and all Providers, Covered Providers, Implementing Entities, eligible contractors (prime contractors and subcontractors), eligible consultants and other eligible entities and individuals that receive MCC Funding directly or indirectly in furtherance of the Compact are (an "Exempt Entity" in the case of a legal person or an "Exempt Individual" in the case of a natural person) required eligible to benefit from the relief from</i></p> |

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| | <ul style="list-style-type: none"> Please provide the details of indirect and direct taxes applicable in this assignment. | <p><i>taxes contemplated by Section 2.6 of the Compact.</i></p> <p><i>Only natural persons who are not citizens or permanent residents of Liberia; and legal persons that are not formed under the laws of Liberia (but excluding MCA-Liberia and any other entity formed for the sole purpose of implementing the Government's obligations hereunder) are eligible for the tax exemption under the Compact.</i></p> <p><i>Both the Compact and the PIA were signed by the United States of America and the Government of Liberia and then subsequently ratified by the National Legislature of Liberia and signed into law by President. Therefore, the tax provisions in the Compact and PIA have the force of law in Liberia.</i></p> |
| 53. | <p>4-Scope of the Study 4.3. Task 3- Field Survey /Study & Data Collection – (Electrical Energy Demand, Willingness –To –pay & Cost of service)</p> <p>We understand that secondary sources shall be facilitated to the consultants for data collection and developing the COSS framework.</p> <p>However, as field studies/pilot testing methods are involved, please clarify the sample size which shall be taken for the following studies:</p> <ul style="list-style-type: none"> • Demand Assessment • WTP Analysis • Tariff Analysis and others | <p><i>See response to question 5.</i></p> |
| 54. | <p>8- Assignment duration- The duration of the assignment shall not exceed 37 weeks or 185 business days</p> <p>Please clarify the number of Home and field days for the Key Experts in the assignment</p> | <p><i>See Section I, ITC 12.2 (c).</i></p> |
| 55. | <p>We checked with different carriers, and to make ensure on-</p> | <p><i>Refer to addendum # 1 to the RFP.</i></p> |

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| | <p>time delivery of our proposal, delivered from the US. We need to send our proposal more than a week ahead of the August 30 due date. Since answers to questions are to be provided on August 14, we would only have a few days to review answers, make necessary adjustments, and prepare the final proposal documents. Considering this, we would appreciate if you could extend the due date by two weeks, so all bidders will have adequate time to prepare and deliver proposals.</p> | |
| 56. | <p>Could experience in consulting for utilities be a substitute for working at the utility (page 36 for power generation and transmission and distribution experts)?</p> | <p><i>See response to question 34.</i></p> |
| 57. | <p>Could experience in consulting for the regulatory body be a substitute for working at a regulatory body/department (page 37)?</p> | <p><i>See response to question 34.</i></p> |
| 58. | <p>Requirements for Social Expert (page 86) state 2 references in the last 5 years working on power system planning and modelling tasks. We did not think the Social Expert would be performing detailed power system planning work, as that would be done by other team members. Please clarify if this requirement is correct.</p> | <p><i>Refer to Addendum #2 to the RFP.</i></p> |