



Government of Liberia
MILLENNIUM CHALLENGE ACCOUNT LIBERIA
RESPONSES TO REQUEST FOR CLARIFICATION

Ref: Ref: 4A1506/EP/026

Utility Training Consultant (UTC)
for the Implementation of Training at Liberia Electricity Corporation
(LEC)

Following the advertisement and issuance of a Request for Proposals (RFP) for the **Utility Training Consultant (UTC) for the Implementation of Training at Liberia Electricity Corporation (LEC)**, a pre-proposal conference was held on August 9, 2019 at 2:15 pm (Liberia time). Consultants were provided the opportunity to ask questions and request clarifications related to the RFP in writing.

The following are the request for clarifications from participants of a Pre-Proposal Conference held on August 9, 2019 and after the Pre-Proposal Conference:

#	Consultants' Queries	MCA-Liberia's Responses
1.	<p>Section III: Clause 3.4 Evaluation Criteria, The UTC must be the training subsidiary/auxiliary of an electric power utility:</p> <p>The LEC training centre construction activity is no longer envisaged and the assignment now has only technical advisory components – hence, can this evaluation criteria be relaxed to also allow firms who have experience in design and delivery of power sector trainings, and not necessarily being a training subsidiary of electric utility or experience in managing training facilities?</p> <p>Any deficiency in terms of the Consultant not being a training subsidiary of electric utility or having experience in managing training facilities can be well compensated by having</p>	<p><i>Refer to Addendum #1 to the RFP.</i></p>

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	experts in the team who have experience of either managing such training subsidiaries or working at such training facilities.	
2.	<p>Section III: Clause 3.4, Evaluation Criteria, The UTC must be the training subsidiary/auxiliary of an electric power utility:</p> <p>In case of an association of firms, please confirm that this criteria can be met by a member who is not the Lead member.</p>	<i>Refer to Section I, ITC 5.4, ITC 12.2 (a), and Section III, 3.1, Legal Status of the RFP.</i>
3.	<p>3.5 Qualification Table, 3.5.3, FINANCIAL SITUATION and 3.5.4 EXPERIENCE:</p> <p>For these two factors, the phrase "or Association" has been omitted in the sub-factor row. How will these factors be applicable for cases where the Consultant is an Association of firms?</p>	<i>See the response under query 2 above.</i>
4.	<p>Section V, TASK 7 – LINESMEN TRAINING PROGRAM DELIVERY, UTC responsibilities:</p> <p>This task being dependent on a construction activity which is not in the control of the Consultant, how will the Consultant's contractual obligations and payments get affected in case of an extraordinary delay in the construction activity?</p>	<i>This is not a vertical structure construction but rather a layout design of designated or selected outdoor area including appropriate landscaping for the erection of poles and non-live electrical lines for training of linespersons and delivery of initial training. Given estimated implementation schedule, delay is not anticipated as this is not a complex task, and ample time is allocated prior to (for preparations) and during construction.</i>
5.	<p>Section V, TASK 7 – LINESMEN TRAINING PROGRAM DELIVERY, d) Providing support for the commissioning of the outdoor electrical training network e) Providing training and operational support for a period of one (1) month post construction of the outdoor electrical training network:</p> <p>1. What specific tasks and responsibilities are covered under "commissioning support"?</p>	<p>1. Under commissioning support, the consultant is expected to confirm that the constructed outdoor facility is complete in terms of functionality and verify training readiness of all aspects of the facility including tools, equipment, etc. The consultant is expected to develop a checklist for approval.</p> <p>2. Under operational support, and following training delivery to trainers, the consultant is also expected to</p>

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	2. What specific tasks and responsibilities are covered under "operational support"?	<i>provide assistance, mentoring, guidance, etc. during staff training by trained trainers for an indicative period as shown in Section V, Figure 1 of the RFP.</i>
6.	<p>Section V: Task 6, Para 2, The UTC is expected to have well equipped facilities (where necessary) and experienced staff to offer the proposed training.</p> <p>The facilities to provide trainings should necessarily be in Liberia or can these be in the Consultant's home country?</p>	<i>All trainings will be conducted in Liberia as this is largely an "On the Job" training program. Exception could be made based on consultant's recommendations but with reasonable justification(s). Also, see Section V, Task 6.</i>
7.	<p>Form TECH-4. Experience of the Consultant, this shall include all MCC-funded assignments of a similar nature.</p> <p>Can MCC-funded assignments which are not exactly similar in nature (e.g. Terminal evaluation, Data Quality Review, Cost of service study, etc.) be kept out of this list?</p>	<i>Only relevant experience in the execution of projects, programs and tasks of a similar nature, including the nature and value of the relevant contracts completed or in process will be considered.</i>
8.	<p>Section V, TASK 6: TRAINING OF TRAINERS & TRAINING PROGRAM DELIVERY, TASK 7 – LINESMEN TRAINING PROGRAM DELIVERY</p> <p>For the trainings to be delivered under both of these tasks, who will be responsible for bearing the cost of and organizing the logistics (venue charges, food & beverages for participants, participant stay and per diem, etc.)?</p> <p>Also, please provide an approximate number of participants for the trainings to be done under each of the tasks.</p>	<i>All training venue in Liberia shall be at LEC facility (ies) which will be at no cost to the consultant. Trainees' food & beverages as well as their stay and per diem, if applicable, are at no cost to the consultant. See Section V, 8.2 of RFP.</i>
9.	Section 2 Clause C - ITC 12.2.C Section 1. Clause 12.2.C. 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	<i>The assumption is correct.</i>

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	<p>be based on the price and number of person-months estimated by the Consultant.</p> <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>	
10.	<p>Tax to be levied on the Consultant:</p> <p>Will any form of taxes levied by the Liberian Government be applicable on the invoices to be raised by the successful bidder under the Contract?</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 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>

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		<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>
11.	<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 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><i>The Fraud and Corruption Requirements (GCC 24) will remain unchanged.</i></p>

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	<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>	
12.	<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 (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>	<p><i>GCC Clause 35 (liability of the Consultant) will remain unchanged. May be discussed at the MCA Entity's discretion with the selected Consultant.</i></p>
13.	<p>Economic and Trade Sanctions</p> <p>We request you to please add this clause as below:</p>	<p><i>Request denied.</i></p>

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	<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 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 the Consultant if any of these circumstances change, upon occurrence of which, the Consultant shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client's breach.</p>	
14.	<p>Non-Exclusivity</p> <p>We request you to please add this clause as below:</p> <p>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>