



CLARIFICATION#1

FOR

CONSULTANCY SERVICES FOR TRANSPORTATION ADVISORY SERVICES [TRANSPORT SPECIALIST/ECONOMIST AND TRANSPORT ENGINEER]
(2 POSITIONS)

Ref No: MCA-N/RMP/ICS/047

Date: 29 September 2023

SN	Reference of the RFA	Questions	Answer/Response of Millennium Challenge Account Nepal (MCA-Nepal)
1.	General	Is there any age limit for the applying consultants?	There is no age limit for applying to this or any other MCA-Nepal consultancy assignment.
2.	Section 5: Evaluation Criteria: <i>Master's degree in Transportation Economics, highway engineering, transportation engineering and construction management are set for Education criteria</i>	I would like to request you to consider also Master's degree in Geotechnical Engineering.	This Education and Qualifications criteria stated under the "Section 5: Evaluation Criteria" shall not be modified.
3.	Page 20 of RFA: <i>Per diem of NRs.3500 is mentioned</i>	Is it exclusive of Hotel Invoices?	Per Diem is exclusive to Hotel Invoices. Expense for lodging/accommodation will be reimbursed by MCA Nepal as per actual basis on submission of valid original invoices and as per the MCA-Nepal travel policies.
4.	Page 35 of RFA clause 8.1: <i>Cost of PLI should be borne by the consultant.</i> Page 45 Appendix E: <i>cost of PLI will be reimbursed</i>	Kindly clarify.	As per provision #8 of this contract, the cost of the Professional Liability Insurance to be taken by the Consultant (in consultation with the Contract Manager) will be reimbursed by MCA-Nepal based on actuals, upon submission of a valid invoice and copy of the insurance policy.
5.	Section 1: GIC:	The link provided is not accessible. Where can we find GIC	The link for GIC is working. However, for your convenience is attached as Annex 1 to this Clarification#1:

6.	General	Is the consultant remuneration subject to cost price adjustment for the succeeding years?	No adjustment to the negotiated agreed monthly remuneration is allowed for this consultancy assignment.
7.	General	Do we need to fill and upload the contract document while submitting the proposal at this stage?	No. The contract document in Section 6 is just a sample document that will be filled up only at the contract award stage and only for the awarded consultant.
8.	General	Do we need to upload the Appendices such as APPENDIX A – DESCRIPTION OF SERVICES AND REPORTING REQUIREMENT, APPENDIX C: CONSULTANT BANK DETAILS at this stage?	No. These appendices are part of contract documents which will be filled at the time of contract signing.

Annex 1: General Instructions to Consultants



Section 1 - GIC for
Individual Consultan



GENERAL INSTRUCTIONS TO CONSULTANTS

Version 20210630

Section 1: General Instructions to Consultants

GIC Clause

The following words and expressions shall have the meanings stated below. These definitions shall not apply to any words or expressions in the sections that make up the Conditions of Contract section, in which such words and expressions shall have the meanings stated in the General Conditions of Contract (GCC) unless otherwise specified.

1. Definitions

- a. "Addendum" or "Addenda" means a modification to the RFA issued by the MCA-Entity.
- b. "Application" means the Technical Offer and the Financial Offer for the provision of the Services submitted by a Consultant in response to the RFA.
- c. "confirmation" means confirmation in writing.
- d. "Consultant" means any eligible individual person that may provide or provides the Services to the MCA-Entity under the Contract.
- e. "Consulting Services" means services of an intellectual, advisory or professional nature, provided by Consultants.
- f. "Contract" means the contract proposed to be entered into between the MCA-Entity and the Consultant, including all attachments, annexes, and all documents incorporated by reference therein, a form of which is included in the RFA.
- g. "CPPRS" or "Contractor Past Performance Reporting System" means MCC's Contractor Past Performance Reporting System maintained and utilized in accordance with the MCC PPG.
- h. "Days" refers to calendar days.
- i. "Financial Offer"- if required to be submitted along with the Application - is the priced and completed form submitted by a Consultant as a part of their Application, listing the prices and other relevant financial information to undertake the execution of the assignment.
- j. "General Instructions to Consultants" or "GIC" means this Section 1 that provides general instructions to Consultants.
- k. "ICS" means Individual Consultant Services selection method as defined in the MCC PPG.

- l. “IFC Performance Standards” means the International Finance Corporation’s Performance Standards on Environmental and Social Sustainability.
- m. “in writing” means communicated in written form (e.g., by paper, mail, facsimile, e-mail or other electronic means).
- n. “MCC Funding” means the funding MCC has made available to the Government pursuant to the terms of the Compact or Threshold Program.
- o. “MCC Program Procurement Guidelines” or “MCC PPG” means the MCC Program Procurement Guidelines and its amendments posted from time to time on the MCC website at www.mcc.gov/ppg.
- p. “MCC’s AFC Policy” has the meaning provided in the GIC Clause 4.
- q. “Millennium Challenge Account Entity” or “MCA-Entity” or “Purchaser”, “Employer “or “Client” means the accountable entity designated by the Government to implement the Compact or Threshold Program, identified in Section 2.
- r. “Millennium Challenge Corporation” or “MCC” means a United States Government corporation, acting on behalf of the United States Government.
- s. “Pre-Application Conference” means a conference specified in Section 2, if any, held before Applications are submitted.
- t. “RFA” means the Request for Applications, including any subsequent amendments, prepared by the MCA-Entity for the procurement or selection of the Consultant.
- u. “Services” means the tasks to be performed by the Consultant pursuant to the Contract.
- v. “SIC” or “Specific Instructions to Consultants” means Section 2 of the RFA, including any amendments, which provides Consultants with all information needed to prepare their Applications.
- w. “Taxes” has the meaning given the term in the Compact, CDF or Threshold Program Agreement.
- x. “Technical Offer” refers to the applicable Application Forms in Section 3 in the RFA (including any ancillary information), with the exception of the Financial Offer, filled and submitted by a Consultant.

- Y. “Terms of Reference” or “TOR” means the document included in RFA, which explains the objectives; scope of work; activities; tasks to be performed, respective responsibilities of the MCA-Entity and the Consultant; and expected results and deliverables of the assignment.
 - Z. “Threshold Program Grant Agreement” or “THP Agreement” means the Threshold Program Grant Agreement identified in Section 2, as applicable.
 - aa. “Trafficking in Persons” or “TIP” has the meaning given to the term in the MCC Program Procurement Guidelines.
- 2. Scope of the Procurement**
- 2.1. The MCA-Entity has issued a RFA with name and identification number specified in Section 2.
 - 2.2. Throughout the RFA if the context so requires, words indicating the singular also include the plural and vice versa, and the feminine means the masculine and vice versa.
 - 2.3. Consultants are being invited to submit Applications which will be evaluated (and as applicable, negotiated) for the purposes of executing a contract.
 - 2.4. Consultants are encouraged to attend a Pre-Application Conference if one is specified in the SIC. Attending any Pre-Application Conference is strongly advised, but not mandatory. Attending any Pre-Application Conference and/or a site visit shall not be taken into account for the purpose of evaluation of Applications.
 - 2.5. The MCA-Entity is not bound to accept any Application, and reserves the right to cancel the procurement at any time prior to Contract award, without thereby incurring any liability to any Consultant.
- 3. Source of Funds**
- 3.1. The United States of America, acting through MCC and the Government have entered into the Compact. The Government, acting through the MCA-Entity, intends to apply a portion of the MCC Funding to eligible payments under the Contract. Any payments made under the Contract with MCC Funding will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use and distribution of MCC Funding. No party other than the Government and the MCA-Entity shall derive any rights from the Compact or have any claim to any proceeds of MCC Funding. The Compact and its related documents can be found on the MCC website (www.mcc.gov) or on the website of the MCA-Entity.

4. Fraud and Corruption

4.1. MCC requires that all beneficiaries of MCC Funding, including the MCA Entity and any applicants, Bidders, Suppliers, contractors, Subcontractors, consultants, and sub-consultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts. *MCC's Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations* ("MCC's AFC Policy") is applicable to all procurements and contracts involving MCC Funding and can be found on the MCC website. This Policy requires that companies and entities receiving MCC funds acknowledge notice of MCC's AFC Policy and certify to the MCA Entity that they have acceptable commitments and procedures in place to address the potential for fraud and corruption.

a) For the purposes of these provisions, the terms set forth below are defined as follows:

(i) "**coercion**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to influence improperly the actions of a party in connection with the implementation of any contract supported, in whole or in part, with MCC Funding, including such actions taken in connection with a procurement process or the execution of a contract;

(ii) "**collusion**" means a tacit or explicit agreement between two or more parties to engage in coercion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption, or a prohibited practice, including any such agreement designed to fix, stabilize, or manipulate prices or to otherwise deprive the MCA Entity of the benefits of free and open competition;

(iii) "**corruption**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official, MCA Entity staff, MCC staff, consultants, or employees of other entities engaged in work supported, in whole or in part, with MCC Funding, including such work involving taking or reviewing selection decisions, otherwise advancing the selection process or contract

execution, or the making of any payment to any third party in connection with or in furtherance of a contract;

- (iv) “**fraud**” means any act or omission, including any misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party in order to obtain a financial or other benefit in connection with the implementation of any contract supported, in whole or in part, with MCC Funding, including any act or omission designed to influence (or attempt to influence) a selection process or the execution of a contract, or to avoid (or attempt to avoid) an obligation;
- (v) “**obstruction of investigation into allegations of fraud or corruption**” means any act taken in connection with the implementation of any contract supported, in whole or in part, with MCC funding: (a) that results in the deliberate destroying, falsifying, altering or concealing of evidence or making false statement(s) to investigators or any official in order to impede an investigation into allegations of coercion, collusion, corruption, fraud, or a prohibited practice; or (b) that threatens, harasses, or intimidates any party to prevent him or her from either disclosing his or her knowledge of matters relevant to an investigation or from pursuing the investigation; or (c) that is intended to impede the conduct of an inspection and/or the exercise of audit rights of MCC and/or the Office of the Inspector General (OIG) responsible for MCC provided under the Compact, Threshold Program agreement, or related agreements.
- (vi) “**prohibited practice**” means any action that violates Section E (Compliance with Anti-Corruption Legislation), Section F (Compliance with Anti-Money Laundering Legislation), and Section G (Compliance with Terrorist Financing Legislation and Other Restrictions) of the Annex of Additional Provisions that will be made a part of MCC-funded contracts.

- b) The MCA-Entity will reject an Application (and MCC will deny approval of a proposed Contract award) if it determines that the Consultant recommended for award has, directly or through an agent, engaged in coercion, collusion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption, or prohibited practices in competing for the Contract.
- c) MCC and the MCA-Entity have the right to sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract if at any time either MCC or the MCA-Entity determines that the Consultant has, directly or through an agent, engaged in coercion, collusion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption, or prohibited practices in competing for, or in executing, such a contract.
- d) MCC and the MCA-Entity have the right to require that a provision be included in the Contract requiring the selected Consultant to permit the MCA-Entity, MCC, or any designee of MCC, to inspect the Consultant's, or any of the Consultant's suppliers or Sub-Consultants on the Contract, accounts, records and other documents relating to the submission of its Application or performance of the Contract and to have such accounts, records and other documents audited by auditors appointed by MCC or by the MCA-Entity with the approval of MCC.
- e) In addition, MCC has the right to cancel any portion of the MCC Funding allocated to the Contract if it determines at any time that any representative of a beneficiary of MCC Funding engaged in coercion, collusion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption, or prohibited practices during the selection process or the execution of any MCC-funded Contract, without the MCA-Entity having taken timely and appropriate action satisfactory to MCC to remedy the situation.

**5. Environmental and
Social
Requirements
Trafficking in Persons**

- 5.1. MCC has a zero tolerance policy with regard to Trafficking in Persons ("TIP"). TIP is the crime of using force, fraud, and/or coercion to exploit another person. TIP can take the form of domestic servitude, peonage, forced labor, sexual servitude, bonded labor, and the use of child soldiers. This practice

deprives people of their human rights and freedoms, increases global health risks, fuels growing networks of organized crime, and can sustain levels of poverty and impede development. MCC is committed to working with partner countries to ensure appropriate steps are taken to prevent, mitigate, and monitor TIP risks in the countries it partners with and projects it funds.

- 5.2. The Additional Provisions (Attachment 2 of the Contract) sets out certain prohibitions, Consultant requirements, remedies and other provisions that will be made a binding part of any Contract that may be entered into.
- 5.3. Additional information on MCC's requirements aimed at combating TIP can be found in *MCC Counter-Trafficking in Persons Policy* ("C-TIP Policy") that can be found on MCC's website (<https://www.mcc.gov/resources/doc/policy-counter-trafficking-in-persons-policy>). All contracts funded by MCC are required to comply with MCC's C-TIP Policy's Minimum Compliance Requirements. Contracts for projects categorized by MCC as high-risk for TIP are required to implement a TIP Risk Management Plan (which is to be developed by the MCA Entity and implemented by the Consultant).
- MCC Environmental Guidelines and IFC Performance Standards**
- 5.4. The Consultant shall ensure that its activities, including any activities carried out by the Sub-consultants, under the Contract comply with *MCC's Environmental Guidelines* (as such term is defined in the Compact or related agreement, which are available at <http://www.mcc.gov>), and are not "likely to cause a significant environmental, health, or safety hazard" as defined in the Environmental Guidelines. The Consultant is also required to comply with IFC Performance Standards for the purposes of this Contract. Additional information on the IFC Performance Standards can be found [here](#).
- 6. Eligible Consultants**
- 6.1. The eligibility criteria set forth in this section will apply to the Consultant, including all parties constituting the Consultant, for any part of the Contract, including related services.
- 6.2. Reserved.
- 6.3. A Consultant may have the nationality of any country, subject to the nationality restrictions specified in this GIC Clause 6.
- 6.4. Consultants must also satisfy the eligibility criteria contained in the MCC PPG governing MCC-funded procurements under the

Compact. In the case where a Consultant intends to join with an associate or sub-contract part of the Contract, then such associate shall also be subject to the eligibility criteria set forth in the RFA and the MCC PPG.

Conflict of Interest

6.5.

A Consultant shall not have a conflict of interest. All Consultants found to have a conflict of interest shall be disqualified, unless the conflict of interest has been mitigated and the mitigation is approved by MCC. The MCA Entity requires that Consultants hold the MCA Entity's interests paramount at all times, strictly avoid conflicts of interest, including conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing, a Consultant, may be considered to have a conflict of interest and disqualified or terminated if they:

- (a) have a relationship, directly or through common third parties, that puts them in a position to have access to information about or influence over the Application of another Consultant, or influence the decisions of the MCA Entity regarding the selection process for this procurement; or
- (b) are themselves, or have a business or family relationship with, (i) a member of the MCA Entity's board of directors or staff, (ii) the project's implementing entity's staff, or (iii) the Procurement Agent, Fiscal Agent, or Auditor (as defined in the Compact or related agreements) hired by the MCA Entity in connection with the Compact, any of whom is directly or indirectly involved in any part of (A) the preparation of the RFA, (B) the selection process for this procurement, or (C) supervision of the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MCC; or
- (c) are engaged by the MCA Entity in the capacity – or as a member of staff - of the Implementing Entity, Procurement Agent, Fiscal Agent, or Auditor under the Compact.

6.6. A Consultant that has been engaged by the MCA Entity to provide goods, works or services other than consulting services for a project, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or services other than consulting services resulting from or directly related to such consulting services for such preparation or implementation. For example, a Consultant hired to prepare terms of reference for an assignment should not be hired for the assignment in question. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

6.7. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the MCA Entity, or that may be reasonably perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of the Contract.

**Government
Employees**

6.8. The following restrictions shall apply:

- (a) No member of the MCA Entity's board of directors or current employees of the MCA Entity (whether part time, or full time, paid or unpaid, in leave status, etc.) shall be a Consultant.
- (b) Except as provided in GIC Sub-clause 6.8(d), no current employees of the Government shall work as Consultants under their own ministries, departments or agencies.
- (c) Recruiting former MCA Entity or Government employees to perform services for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.
- (d) If a Consultant is a Government employee, such Consultant must have written certification from the Government confirming that: (i) they will be on leave without pay from the time of their official Application submission and will remain on leave without pay until the end of their assignment and they are allowed to work

full-time outside of their previous official position; or (ii) they will resign or retire from Government employment on or prior to the Contract award date. Under no circumstances shall any individuals described in (i) and (ii) be responsible for approving the implementation of this Contract. Such certification shall be provided to the MCA Entity by the Consultant as part of its Application.

(e) In addition, no employee of any MCC-funded accountable entity in any other country that is (or has been, per GIC Sub-clause 6.8(f) below) responsible for managing or administering any contract, grant, or other agreement between a consultant and such other MCC-funded accountable entity shall work as a Consultant.

(f) In the case where a Consultant falls under GIC Sub-clauses 6.8(a) – 6.8(e), who may have left the MCA Entity within a period of less than twelve (12) months of the date of the RFA, s/he must obtain a “no-objection” from the MCA Entity to be considered a Consultant, prior to the Consultant’s submission of its Application. The MCA Entity must also obtain a “no-objection” from MCC before replying the Consultant.

**Ineligibility and
Debarment**

6.9. A Consultant will not be any person or entity under (a) a declaration of ineligibility for engaging in coercion, collusion, corruption, fraud, obstruction of investigation into allegations of fraud or corruption or prohibited practices as contemplated by GIC Sub-clause 3.1 above, or (b) that has been declared ineligible for participation in a procurement in accordance with the procedures set out in Part 10 of *MCC Program Procurement Guidelines* (Eligibility Verification Procedures) that can be found on MCC’s website at www.mcc.gov/ppg. This would also remove from eligibility for participation in this procurement any entity that is organized in, or has its principal place of business or a significant portion of its operations in, any country that is subject to sanctions or restrictions by law or policy of the United States.

6.10. A Consultant not otherwise made ineligible for a reason described in this GIC Clause 6 will nonetheless be excluded if:

(a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of the Consultant (including any Associates, Sub-Consultants, and suppliers and any respective affiliates); or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from the country of the Consultant (including any Associates, Sub-Consultants, and suppliers and any respective affiliates) or any payments to entities in such country; or
 - (c) such Consultant, any parties constituting the Consultant, any Sub-Consultant or supplier or their respective Personnel or affiliates are otherwise deemed ineligible by MCC pursuant to any policy or guidance that may, from time to time, be in effect as posted on MCC's website.
- Evidence of Continued Eligibility** 6.11. Consultants shall provide such evidence of their continued eligibility in a manner satisfactory to the MCA Entity, as the MCA Entity shall reasonably request.
- Unfair Advantage** 6.12. If a Consultant could derive an unfair competitive advantage from having provided consulting services related to the assignment in question, the MCA Entity shall make available to all Consultants, together with the RFA, all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
- Commissions and Gratuities** 6.13. Consultants will furnish information on commissions and gratuities, if any, paid or to be paid relating to this procurement or its Application and during performance of the Contract if the Consultant is awarded the Contract, as requested in the RFA
- Origin of Goods and Consulting Services** 6.14. Goods supplied and consulting services provided under the Contract may originate from any country, except if otherwise specified in Section 2, subject to the same restrictions specified for Consultants set forth in GIC Sub-clause 6.9.
- 7. Amendment of RFA**
 - 7.1. At any time prior to the deadline for submission of Applications, the MCA-Entity may amend the RFA by issuing Addenda.
 - 7.2. All Addenda issued shall be part of the RFA, posted on the MCA-Entity's website, and/or shall be communicated in writing to all Consultants that have registered or obtained the RFA directly from the MCA-Entity.
 - 7.3. To give prospective Consultants reasonable time in which to take an Addendum into account in preparing their Applications,

the MCA-Entity may extend the deadline for the submission of Applications at its sole discretion.

8. Withdrawal, Substitution and Modification of Applications

8.1. A Consultant may withdraw, substitute, or modify its Application prior to the deadline for the submission of Applications by sending a written notice, duly signed by an the Consultant. The corresponding substitution or modification of the Application must accompany the respective written notice. All notices must be:

- a) In the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification,” and
- b) received by the MCA-Entity prior to the deadline prescribed for submission of Applications.

8.2. Applications requested to be withdrawn in accordance with this GIC Clause shall be returned unopened to the Consultants, at the request and cost of the Consultants.

8.3. No Application may be withdrawn, substituted, or modified in the interval between the deadline for submission of Applications and the expiration of the period of Application validity specified by the Consultant on the Application Submission Form or any extension thereof.

9. Domestic Preference

9.1. Domestic preference shall not be a factor in the review and/or evaluation of any Application submitted.

10. Past Performance and Reference Check

10.1. In accordance with the MCC PPG, Consultants’ performance on earlier contracts will be considered a factor in the MCA-Entity’s qualification of Consultants. The MCA-Entity reserves the right to check the performance references provided by Consultants or to use any other source at the MCA-Entity’s discretion. If a Consultant is or has been a party to an MCC-funded contract (either with MCC directly or with any Millennium Challenge Account Entity, anywhere in the world), whether as a lead contractor, affiliate, associate, subsidiary, subcontractor, Sub-consultant or in any other role, the Consultant must identify the contract in its list of references submitted with its Application using the relevant Application form the RFA. Failure to include any such contracts may be used to form a negative determination by the MCA-Entity on the Consultant’s record of performance in prior contracts. However, the failure to list any contracts because the Consultant (including any of its

associates or joint venture/association members) has not been a party to any such contract will not be grounds for a negative determination by the MCA-Entity on the Consultant's record of performance in prior contracts. That is, prior performance in connection with an MCC-funded contract is not required. The MCA-Entity will check the references, including the Consultant's past performance reports filed in MCC's CPPRS. A negative determination by the MCA-Entity on the Consultant's record of performance in prior contracts may be a reason for disqualification of the Consultant at the discretion of the MCA-Entity.

11. Bid Challenges

- 11.1. Consultants may challenge the results of a procurement only according to the rules established in the Bid Challenge System developed by the MCA Entity and approved by MCC. The rules and provisions of the Bid Challenge System are accessible from the source indicated in Section 2.

12. Negotiations

- 12.1. Negotiations will be held on the date and at the address notified to the Consultant. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm his/her availability. Failure to confirm availability may result in the MCA Entity proceeding to negotiate with the next-ranked Consultant.
- 12.2. Negotiations will commence with a discussion of the technical portion of the Application, including as applicable (a) proposed technical approach and methodology, (b) workplan, (c) organization and staffing, and (d) any suggestions made by the Consultant to improve the Terms of Reference.
- 12.3. The MCA Entity and the Consultant will then finalize the Terms of Reference, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract under "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from the MCA Entity to ensure satisfactory implementation of the assignment. The MCA Entity shall prepare minutes of negotiations which will be signed by the MCA Entity and the Consultant.
- 12.4. It is the responsibility of the Consultant, before starting financial negotiations, to determine the relevant local Tax amount to be paid by the Consultant under the Contract. In no event shall the MCA Entity be responsible for the payment or

reimbursement of any Taxes.

**13. Compact/Threshold
Program
Conditionalities**

13.1. Consultants are advised to examine and consider carefully the provisions that are set forth in the Additional Provisions annexed to the Contract as these are a part of the Government's and the MCA-Entity's obligations under the Compact or THP and related documents which, under the terms of the Compact or THP and related documents, are required to be transferred onto any Bidder, Supplier, Contractor, Consultant, Sub-Consultant or Subcontractor who partakes in procurement or subsequent contracts in which MCC Funding is involved.

13.2. The provisions set forth in the Additional Provisions annexed to the Contract apply during the bidding procedures as well as throughout the performance of the Contract.

**14. Inconsistencies
with MCC PPG**

14.1. The procurement that is the subject of the RFA is being conducted in accordance with and is subject in all respects to MCC's PPG. In the event of any conflict between any section or provision of the RFA (including any Addenda that may be issued to the RFA) and the MCC PPG, the terms and requirements of the MCC PPG shall prevail, unless MCC has granted a waiver of the guidelines.