



MILLENNIUM CHALLENGE ACCOUNT NEPAL (MCA-NEPAL)

CLARIFICATION #1

CONSULTANT FOR CAPACITY BUILDING ACTIVITIES TO ENHANCE ELECTRICITY USE (MCA-N/ETP/QCBS/011)

ISSUED ON: 12 JANUARY 2024

SN	Reference to the Bidding Document	Questions from Bidders	Response of Millennium Challenge Account Nepal (MCA-Nepal)
1.	Section III. Qualification and Evaluation Criteria, 3.4 Evaluation Criteria, Mandatory Criterion 1 states that Consultant should meet the “Experience of at least one project in productive use of energy/electricity in any developing country”.	What is mean by Productive use of energy/electricity? In our understanding, productive use of energy/electricity includes the Feasibility study, Detail Design, Construction Supervision, Project Management of Hydropower, Solar, Transmission line etc. Please kindly confirm.	Please see the definition of Productive use of energy in section 5.1.3.2 foot note 7.
2.	ITC 24.1 Criteria, sub-criteria, 1.3 Experience in Project Management states that 1.3 (a) The Consultant should have experience in overseeing and managing at least one similar budget size project 1.3 (b) The Consultant should have experience in at least two projects integrating Gender and Social Inclusion in the project cycle And 1.4 Experience Working with Different Stakeholders states that The Consultant should have experience in working with different	We understand that in ITC 24.1 Criteria, sub-criteria, 1.3 and 1.4 considers all sectors other than Energy. Please kindly clarify.	ITC 24.1 criteria, sub-criteria 1.3 (a), 1.3 (b), and 1.4 considers all sectors.

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	stakeholders/agencies such as: Alternative Energy Promotion Center (AEPC) or similar local governments, financial institutions, Technical educational and vocational training (TEVT) constituted/affiliated institutions and private enterprises.		
3.	The Lead firm having registered in PAN/VAT wants to associate with Academic Institution as a JV partner. In Nepal, most of the Academic Institution are registered only in PAN.	Does the JV firm need to be registered in VAT too?	The Joint Venture and/or the association, as defined in ITC A(c), needs to be registered in VAT after Contract award. Please also refer ITC/PDS Clause 1.5
4.	General – Requesting Document	If there are any specific procedures or forms that need to be completed to facilitate this request (request for asking document, RFP), please let me know, and I will promptly comply with any requirements. Additionally, if there are any associated fees or processing times, kindly inform me so that I can make the necessary arrangements.	<p>No forms need to be filled in to request the document. As mentioned in the SPN, A complete set of the Request for Proposals documents may be obtained by interested eligible consultants upon the submission of a written application at the following email address MCANepalPA@dt-global.com cc to MCANepalPA@mcanp.org and procurement@mcanp.org.</p> <p>Also, no associated fee or processing time is required for issuing the RFP document.</p> <p>The required documents were already provided to the individual that submitted this query.</p>

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5.	Eligibility of International Companies	In the RFP documentation, it is not explicitly mentioned whether the application is open exclusively to national companies or if international companies are also eligible to apply. Could you please clarify whether this RFP is open to both national and international companies? If so, are there any specific criteria or considerations for international applicants?	Section I Instruction to Consultants (ITC) 25.13 of the RFP document states “25.13. In accordance with the MCC PPG, a margin of preference for domestic Consultants or any other nationality shall not be used.” Thus, in the procurement process, all firms, whether they are national or international, will be evaluated on the same basis as per the RFP conditions.
6.	Evidence of Financing (US\$200,000)	The RFP mentions a requirement for evidence of financing amounting to US\$200,000. Could you provide further details on what type of evidence is acceptable for this requirement? Additionally, are there any specific guidelines or formats that should be adhered to when submitting this documentation?	The document such as letter from consultant’s bank which reveals the evidence of available financing (US\$200,000) for the implementation of the consulting services as attested by an authorized representative of the Consultant. There is no specific format for this document, you may use general form of certification certified by a bank.
7.	General	Would MCA Nepal consider extending the proposal submission deadline by three weeks to February 23, 2024? This extension would allow bidders adequate time to prepare a more informed and competitive proposal.	The request is noted. If MCA-Nepal accepts this request, an Addendum to the RFP will be issued, subject to approval of the authorities.
8.	<i>Partnership Questions</i>	Does a MoU between firms to work in Joint Venture for this assignment is sufficient to qualify as JV or there is a requirement of legal established JV structure?	Please refer to Section I Instruction to Consultants (ITC) 5.3 of Request for Proposal (RFP) document states “5.2. A Consultant may be a private entity, certain government-owned entities (in accordance with MCC Program Procurement Guidelines as described in ITC Sub-clause 5.6), or any combination of such entities

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			<p>supported by a letter of intent to enter into an agreement or under an existing agreement of association in the form of a joint venture or other association.”</p> <p>Further, ITC 5.7 States “5.7. In the case where a Consultant is, or proposes to be, a joint venture or other Association (a) all members of the joint venture or Association must satisfy the legal, financial, litigation, eligibility and other requirements set out in this RFP; (b) all members of the joint venture or Association will be jointly and severally liable for the execution of the Contract; and (c) the joint venture or Association will nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the Association if awarded the Contract, during Contract performance.”</p> <p>In addition, ITC 12.2 states “12.2. In addition to the requirements above, Proposals submitted by a joint venture or other association shall include a copy of the joint venture/Association agreement entered into by all members. Alternatively, a letter of intent to execute a joint venture/Association agreement shall be signed by all members and submitted with the Proposal, together with a copy of the proposed agreement.”</p>

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9.	<i>Partnership Questions</i>	What is specific role and liability of JV partners in terms of donor coordination and communication, or it is the only responsibility of a partner assigned/agreed to do so?	ITC 5.7, states “b) all members of the joint venture or Association will be jointly and severally liable for the execution of the Contract; and (c) the joint venture or Association will nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the Association if awarded the Contract, during Contract performance. ”
10.	<i>Partnership Questions</i>	Will the payment be issued to the prime bidder alone, or will it be distributed to both partners in accordance with the terms of the joint venture?	The payments will be made to the designated bank account that shall be opened on behalf of the JV. The JV Bank Account shall be included in the Contract.
11.	<i>Partnership Questions</i>	Is it possible to change JV partner with MCA approval in case of non-performance?	As per MCC PPG paragraph P1.B.1.11, the winning consultant, having won on the strength of its arrangement as above, will not be permitted to change its arrangement unless there are exceptional circumstances, and may only do so with the approval of the MCA Entity, which in turn will seek MCC approval.
12.	<i>Section 3.6: Technical Evaluation Framework</i>	What does material deviation, significant deviation or marginal deviation indicate?	Marginal deviation, Significant deviation and Material deviation are the deviation on the negative side from meeting the requirements, which means, not fully meeting the requirements. Marginal deviation is better the significant deviation, significant deviation is better than material deviation. For each evaluation criteria, the evaluation panel will precisely define each one of

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			those categories and will consistently apply its definition across all proposals.
13.	<i>Section 11.1, Working hours, overtime, leave, etc, states that “The Consultant shall provide all personnel with documented information that is clear and understandable, regarding their rights under national labor and employment law.”</i>	Please clarify whose National Labor and Employment law is being referred in this statement, is this the country of contract performance, Nepal?	Please refer Section VII Special Condition of Contract GCC 1.1 (a) which states: “Applicable Law” means the laws and any other instruments having the force of law in Nepal, as they may be issued and in force from time to time.
14.	<i>Section 17.2, Currency of Payment, “Payments shall be made in US Dollars, or the Local Currency, or, if justified for sound business reasons and approved by the MCA Entity, a combination of the two currencies” and ITC 15.1 states that “The currency of payments shall be as follows: United States Dollar (US\$).</i>	May the entity choose US dollar and remove local currency?	Please refer Section II Proposal Data Sheet (PDS) 15.1 which states the following: The currency of the Proposal shall be as follows: United States Dollars (US\$) . The currency of the payments shall be as follows: United States Dollars (US\$) .
15.	TOR 5.1.3.1	Achievement of the objectives of the assignment will require that training participants already have access to electric service when they begin their training, so that they may readily apply their new skills. Please advise if the areas identified for the training activities are already electrified. If not, please provide the schedule for the distribution augmentation and extension component of the ETP program so that it can be determined when those areas will have household and business connections to electric service.	Most of the area are already electrified and we do have thematic area 1 which is aimed at distribution system grid extension and upgradation for which different procurement will be done. Schedule for the distribution system augmentation and extension will be shared once contractor and consultant is onboard.
16.	<i>TOR 5.2.A, Task 1 The TOR calls for this element to be included in the MEPs:</i>	Is there an expectation by MCA-Nepal that the MEPs will propose distribution extensions/modifications, and therefore	MEP development should follow the AEPC MEP development guideline (2020).

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	<i>"The MEPs will additionally focus on the grid electricity solutions such as improving distribution and supply, generating income and employment through PUE, and offering skill development opportunities".</i>	distribution engineering skills are required to develop the MEPs?	
17.	TOR 5.2.A, Task 4 The TOR calls for "certified CTEVT curriculum Level 1 which has a period of minimum 390 hours along 65 net training days with 6 hours per day". However, the CTEVT website states that Level 1 requires "Successful completion of one month (160 hours) vocational training in relevant occupation/trade". [https://ctevt.org.np/nstb]	Please clarify which is correct: the 160 hours in the CTEVT website or the 390 hours in the TOR?	RFP mentions that skill training for CTEVT curriculum Level 1 is minimum of 390 hours along 65 net training days with 6 hours per day. https://ctevt.org.np/curriculum/short-term
18.	TOR 5.2.A, Task 4 Regarding the requirement for the skills training that: "At least 35% of the trainee should be from socially excluded or traditionally marginalized group as defined by Government of Nepal."	Please advise if the Government of Nepal definition of socially excluded or traditionally marginalized is a published definition, and if so, please indicate how bidders may review that definition.	Please see Constitution of Nepal 2015 part 34 for the reference.
19.	TOR 5.9	Would MCA-Nepal be open to a personnel structure in which the Resident Project Director (required in the contract template included in the RFP) is a different person than the key personnel Team Leader? This arrangement has been agreed by other MCAs in other countries.	Please refer Section VII - Special Conditions of Contract (SCC), GCC 10.5 which states "A resident project manager shall be required for the duration of this Contract. The resident project manager is same as Team Leader." MCA-Nepal has identified 4 key personnel for the implementation of the project as indicated in the RFP. The consultant are open to propose any other personnel for

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			the management and implementation of the project.
20.	TOR 5.9	Would MCA-Nepal be open to a personnel structure in which the Team Leader role is assigned to another member of the key personnel team besides the Energy Specialist?	The energy specialist is considered as team leader in this RFP who will be evaluated as team leader during evaluation.
21.	RFP Page 108 (Project Management)	What is the expected start date for the services to be provided in this contract? Bidders need this information to discuss and reach agreements with personnel regarding availability and commitment to the project.	It is expected to have contract signed by June 2024.
22.	RFP Page 108 (Project Management)	Does the start of this contract have a timing relationship to the (delayed) transmission contract, or will these procurements move forward separately with the transmission contract delay not affecting the capacity-building contract?	This is the separate procurement and will start accordingly to its timeline.
23.	<p>ITC 24.1; Criteria, Sub-Criteria</p> <p>1. <i>Mandatory Criteria</i></p> <p>2. <i>Organization Capability and Experiences of the Consultant</i></p> <p>3. <i>Experience in the design and execution of at least two projects targeting capacity building of entrepreneurs and individuals in the energy sector.</i></p> <p>4. <i>Experiences in Project Management.</i></p> <p>5. <i>Experience Working with Different Stakeholders</i></p>	<p>1. The clause in question does not specify a timeframe within which the project shall be evaluated. Therefore, it can be inferred that there is no restriction on the timeline for including project references.</p> <p>2. It would be appreciated if you could confirm whether our interpretation is correct; ongoing project references will be taken into consideration for the evaluation process.</p> <p>3. Can you please confirm whether experiences gained as a Sub-consultant in some other similar projects in past (as sub-consultant) to the specified criteria will be considered in the evaluation process?</p>	<p>1. The criteria does not restrict any timeline.</p> <p>2. Under the RFP MCA-Nepal intends to evaluate only completed projects.</p> <p>3. Confirmed. Please note that as per the provision in page 50 of the RFP: "Sub-Consultant experience shall not be considered while evaluating Experience of the Consultant and Past Performance. However, Consultant's past experience where the Consultant has worked as Sub-Consultant shall be considered as past experience of the Consultant".</p>

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24.	<p>Page 65, Tech -2A. Financial Capacity of the Consultant</p> <ul style="list-style-type: none"> Evidence of financing (US\$200,000, in words: Two hundred thousand United States Dollars) dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant. 	<p>1. Regarding the evidence of financing, we understand that the MCA Nepal accepts letters issued by commercial banks as valid proof but is it permissible for these letters to be dated prior to the RFP issued date, or must they specifically be dated after the RFP issued date?</p> <p>2. Please confirm only, one of the firms from JV need to meet the given requirement whereas other may submit evidence of financing less than US \$ 200,000/-</p>	<p>1. Please note that the evidence of financing (US\$200,000, in words: Two hundred thousand United States Dollars) dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant. Thus, evidence of financing dedicated to the services for the performance of this contract can be made available only after the procurement was published.</p> <p>2. All members combined (in case of Joint Venture) must meet this requirement. Please refer 3.7.3 Financial Situation of 3.7 Qualification table under the Section III Qualification and Evaluation Criteria.</p>
25.	<p>Page 80, Note 3. Attachment: Documents to support the English language proficiency as per requirement stated under Section III.</p>	<p>As Section III does not include any details regarding language proficiency, could you please confirm whether it is necessary to submit supporting documents for language proficiency?</p>	<p>No certificate of language proficiency is required to be submitted as there is no requirement in Section III Qualification and Evaluation Criteria. However, MCA-Nepal expects that the proposed team will be able to have skills in written and oral in Nepali and English languages.</p>
26.	<p>General Query List of Key Experts: 1. Team Leader-Energy Specialist 2. Monitoring, Evaluation and Learning Specialist 3. Capacity Building Specialist (Skill Training)</p>	<p>Please kindly confirm for now only 4 Key CVs needs to be submitted to along with the technical proposal.</p>	<p>The CVs of Key Professional Personnel as mentioned in the ITC 12.5 (d) and 3.4 Evaluation Criteria under <u>section III Qualification and Evaluation Criteria</u> and 5.9.1 Key Staffs under <u>Section V Terms of Reference</u>, which will be evaluated and scored as part of the technical evaluation.</p>

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	<p>4. Enterprise Development/PUE Specialist</p> <p>Non-Key Staff:</p> <p>1. Field Staff</p> <p>2. Gender and Social Inclusion Consultant</p>		<p>Further, paragraph 5.9.2 in Section V Terms of Reference, Non-Key Staff Responsibilities states “The Consultant is required to submit CVs of the Non-Key personnel to MCA-Nepal for MCA-Nepal approval well before deployment of the Non-Key staff. The Non-Key staff shall only be deployed to the site after MCC-Nepal approval.”</p> <p>Moreover, the Consultant shall submit as part of its proposal –“Form Tech-6-Organization and Staffing”, the structure and composition of the staff (Key and Non-Key) and in “Form Tech-8-Team Composition and Tasks Assignment” the positions and tasks assigned to the entire team.</p> <p>However, the Consultant may decide to submit CVs of the non-key personnel along with its proposal.</p> <p>Please take a note that the Lead partner must propose at least the Team Leader and at least one Key Personnel.</p>
27.	<p>General Query Page Limit</p>	<p>1. Will there be any negative marking in case consultant submit the certain section exceeding the given page limits.</p> <p>2. Or only document with the given page limit will be considered evaluation?</p>	<p>This will be determined by the Technical Evaluation Panel (TEP). MCA-Nepal suggests to adhere to the requirements in the RFP.</p>
28.	<p>General</p>	<p>Why isn't the evaluation of the proposal considering the Municipal Energy Plan (MEP) expert, given that the development of</p>	<p>The Energy Specialist position and the experience in preparing energy plans will be evaluated as given in Evaluation</p>

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		MEP is one of the task for successful implementation of the project?	<p>Criteria 3.1 “Team Leader- Energy Specialist 1” under the Section III Qualification and Evaluation Criteria, paragraph “3.4 Evaluation Criteria”.</p> <p>As per paragraph 5.9.2 of the terms of reference “The Consultant shall propose the number of human resources against the position and the anticipated person month (home and field) based on their understanding and work plan for performing the assignment. The Consultant may also propose additional positions (with required qualification and experience commensurate with the role assigned) if they consider those positions necessary for the performance of the mandate”.</p>
29.	<p><i>Clarification for Private Entity Section I – Instruction to Consultants Clause 5.2 – Eligible Consultants A Consultant may be a private entity, certain government-owned entities (in accordance with MCC Program Procurement Guidelines as described in ITC Sub-clause 5.6), or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement of association in the form of a joint venture or other association. (RFP page 14)</i></p>	<p>Clarification is required if the Private entity means a Private Company as well as a Partnership Firm We are a Limited Liability Partnership firm very keen to participate in the bid</p>	<p>The term Private Entity covers any entities which are not government owned entities (GoE). There is no restriction to the participation of Limited Liability Partnership firm.</p>

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30.	<p><i>Section I. Instructions to Consultants (ITC)</i> <i>Conflict of Interest</i> <i>Section 5.8 (e) 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 this RFP, (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;</i> <i>(RFP page: 17)</i></p>	<p>We request to make this clause applicable to the team members being proposed as part of the project. This is because, in case this clause is made applicable to our firm as a whole, then given the size and scale of operations of our firm, it may be difficult to confirm / adhere to the clause.</p>	<p>This is a standard provision included in the MCC Standard Bidding Document and cannot be modified.</p>
31.	<p><i>Section VI - General Conditions of Contract</i> <i>21. Payment Upon Termination</i> <i>Cessation of Rights and Obligations</i> <i>21.3 - ... (c) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC Clause 37 and Annex B and (d) any right or obligation which a Party may have under the Applicable Law. (RFP page 137)</i></p>	<p>We wish to inform that audit & inspection of our office and system is not permissible as we will have data / information of other Clients and it would be breach of confidentiality in case we allow the Client to audit & inspect our office / system. We can arrange for the MCA-N to visit our project office and audit the relevant documents.</p>	<p>This clauses/provisions shall not be amended, as these are clauses of the Standard Request for Proposal (RFP)/ Standard Bidding Document provided by MCC.</p>
32.	<p><i>Section VI – General Conditions of Contract 33. Confidential Information; Rights of Use</i></p>	<p>We request for inclusion of the below language to the existing clause: "The confidentiality obligations shall survive the</p>	<p>These clauses/provisions shall not be amended, as these are clauses of Standard Request for Proposal (RFP)/</p>

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	<p>33.3 – <i>The Consultant and its Personnel shall not (and shall cause any Sub-Consultants and their Personnel not to), without the previous written consent of the MCA Entity, make use of any document or information related to or delivered in connection with this Contract, except for the purpose of performing this Contract (RFP 149)</i></p>	<p>termination of this Contract / completion of services for a period of one (1) year.”</p>	<p>Standard Bidding Document provided by MCC.</p>
33.	<p>Section VI – <i>General Conditions of Contract</i> 34. <i>Documents Prepared by the Consultant to be the Property of the MCA Entity</i> 34.1. <i>All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant under this Contract shall become and remain the property of the MCA Entity, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MCA Entity, together with a detailed inventory thereof in accordance with this GCC Sub-clause 34.1 and Sub-clause 33.4, and in format and substance specifically required in the Terms of Reference. The Consultant may retain a copy of such documents and software and use such software for its own use with prior written approval of the MCA Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of the development or use of any such computer programs, the Consultant shall obtain the</i></p>	<p>The ownership of the deliverables under the Contract will be with the Client. However, to address our pre-existing Intellectual Property Rights (IPR), we propose the below language: “Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of the Consultant shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. The Consultant’s pre-existing IPR in the deliverables will still vest with the Consultant. Notwithstanding the foregoing, the Consultant retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that the Consultant may use or develop in connection with this Contract. The Consultant is not responsible if the Client infringes the IPR by modifying the deliverables submitted by the Consultant.”</p>	<p>These clauses/provisions shall not be amended, as these are clauses of Standard Request for Proposal (RFP)/ Standard Bidding Document provided by MCC.</p>

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	<p><i>MCA Entity's prior written approval to such agreements, and the MCA Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC. (RFP page 149)</i></p>		
34.	<p><i>Section VI – General Conditions of Contract</i> <i>35. Liability of the Consultant</i> <i>35.1. Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be provided by the Applicable Law. (RFP page 150)</i></p>	<p>The SCC does not contain any provision which limits firm's liability. We request MCA-N to incorporate below clause in the contract.</p> <p>"Notwithstanding anything contained in the contract, Client agrees that the Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Consultant. In no event shall the Consultant be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract."</p>	<p>These clauses/provisions shall not be amended.</p>
35.	<p><i>Section VII – Special Conditions of Contract (SCC)</i> <i>GCC 17.3: Payments for the deliverables shall be made according to the following schedule of percentages of the amounts included in the Contract: (RFP page 159)</i></p>	<p>It is understood that majority of the Consultant effort will go into Tasks 1, 2, 3 and 4 (i.e., sl.no. 1, 2a/2b, 3, 4, 5, 6A, 6B, 7A in this table). 60% payment is allocated to these items. For the remaining items (which are essentially part of the post-training</p>	<p>This clause shall not be modified.</p>

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		support phase), 40% payment is allotted. We request to increase the payment weightage for tasks 1, 2, 3 & 4 from 60% to a at least 75% to reflect the efforts to be put in by the Consultant during that phase.	
36.	<i>Form TECH-2A Evidence of financing dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant. (RFP page 65)</i>	Kindly confirm if Cash and cash equivalents as reflected in the Balance Sheet, and Solvency certificate up to the amount mentioned (US\$200,000) or equivalent issued by Bank are acceptable under this requirement. The same was allowed under the previous call of MCA-N: REF MCA-N/ETP/QCBS/008	Cash and cash equivalents (working capital) as reflected in the Balance Sheet, and Solvency certificate issued by Bank are acceptable.
37.	<i>Instruction to Consultants A. General (c) “Association” or “association” or “Joint Venture” or “joint venture” means an association of entities that forms the Consultant, with or without a legal status distinct from that of its members. (RFP page 8)</i>	Our understanding is that, for JV implementation, a comprehensive JV agreement between the involved entities should be sufficient without any specific registration requirements of the JV. The lead JV partner’s VAT and Permanent Establishment registration will suffice. Kindly confirm our understanding.	The Joint Venture and/or the association, as defined in ITC A(c), needs to be registered in VAT after Contract award. The lead JV partner’s VAT and Permanent Establishment registration will not suffice. Regarding registration, please refer ITC 1.5 which states “Please note that PAN/VAT registration is required for Consulting Firms after Contract award as per the rules of the Government of Nepal. Firms which are already registered in Nepal, must provide the following Documents: VAT/PAN registration and tax clearance to fulfill the Government requirement”. Further, please refer to Section I Instruction to Consultants (ITC) 5.3 of Request for Proposal (RFP) document states: “5.2. A Consultant may be a private entity, certain government-owned entities (in

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			<p>accordance with MCC Program Procurement Guidelines as described in ITC Sub-clause 5.6), or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement of association in the form of a joint venture or other association.</p> <p>Further, ITC 5.7 States “5.7. In the case where a Consultant is, or proposes to be, a joint venture or other Association (a) all members of the joint venture or Association must satisfy the legal, financial, litigation, eligibility and other requirements set out in this RFP; (b) all members of the joint venture or Association will be jointly and severally liable for the execution of the Contract; and (c) the joint venture or Association will nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the Association if awarded the Contract, during Contract performance.”</p> <p>In addition, ITC 12.2 states “12.2. In addition to the requirements above, Proposals submitted by a joint venture or other association shall include a copy of the joint venture/Association agreement entered into by all members. Alternatively, a letter of intent to execute a joint venture/Association agreement</p>

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			shall be signed by all members and submitted with the Proposal, together with a copy of the proposed agreement.
38.	<i>Instruction to Consultants General (c) “Association” or “association” or “Joint Venture” or “joint venture” means an association of entities that forms the Consultant, with or without a legal status distinct from that of its members. (RFP page 8)</i>	Our understanding is that for Association arrangement, lead partner’s VAT and Permanent Establishment registration will suffice for contractual and payment purposes. Kindly confirm our understanding.	The Joint Venture and/or the association, as defined in ITC A(c), needs to be registered in VAT after Contract award. The lead JV partner’s VAT and Permanent Establishment registration will not suffice. Regarding registration, please refer ITC 1.5 which states “Please note that PAN/VAT registration is required for Consulting Firms after Contract award as per the rules of the Government of Nepal. Firms which are already registered in Nepal, must provide the following Documents: VAT/PAN registration and tax clearance to fulfill the Government requirement”.
39.	<i>Section III. Qualification and Evaluation Criteria 3.7.3 Financial Situation and 3.7.4 Experience (3.7.4.1 Organization Capability and Technical Experience and 3.7.4.2 General & Specific Experience) (RFP page 58)</i>	The qualification tables for Financial Situation and Experience mention the requirement for Joint Venture only. We understand the Association member’s experience will also be considered while evaluating the Consultant’s past performance. Kindly confirm our understanding.	In 3.7.3 Financial Situation and 3.7.4 Experience under the Qualification in 3.7 Qualification Table under the Section III Qualification and Evaluation Criteria, it’s mentioned that Single entity must meet the requirement and All members combined must meet the requirement in case of Joint Venture for both requirements.
40.	<i>SECTION III. QUALIFICATION AND EVALUATION CRITERIA Mandatory Criterion 1: Experience of at least one project in productive use of energy/electricity in any developing country. (RFP Page 46)</i>	PUE has been defined as “PUE is the use of electricity as an input in agricultural, industrial, or service sector activities for the production of goods or services giving positive economic results. Common PUE activities in the rural context could be lift irrigation, mills for grinding, carpentry,	The PUE activities in the rural context are given as some of the examples only. Besides these, there are many other productive use of electricity which can increase the economic activities in the area and can be considered.

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		<p>tailoring, maintenance service for mobile phone, motorbikes etc.” Kindly confirm whether other productive use areas like Electric Vehicles, Battery Energy Storage, commercial and residential e-cooking, mini-grids, solar-rooftops, or similar areas would qualify under this.</p>	
41.	<p><i>ITC 24.1 1.4 Experience Working with Different Stakeholders: The Consultant should have experience in working with different stakeholders/agencies such as: a) Alternative Energy Promotion Center (AEPC) or similar, b) local governments, c) financial institutions, d) technical, educational and vocational training (TEVT) constituted/affiliated institutions and e) private enterprises.(RFP page 47)</i></p>	<p>Kindly confirm if the required experience will be specific to agencies in Nepal or experience with local governments / training institutes in other countries will qualify.</p>	<p>Similar experience in any other country will be accepted.</p>
42.	<p><i>ITC 24.1 3.1 Team Leader- Energy Specialist 1 – Must have a Masters’ Degree in Engineering or Natural Resource Management or Environment or related field (RFP page 48)</i></p>	<p>Kindly confirm if master’s degree in business administration (Power Management) will qualify.</p>	<p>Kindly follow the specific requirement in the RFP. In any case, only the Evaluation Panel, during evaluation, will make the proper determination.</p>
43.	<p><i>ITC 24.1 3.2 Monitoring, Evaluation and Learning Specialist – Must have a Bachelor’s Degree in Humanities and Social Science, business administration, statistics, economics or other relevant discipline. (RFP page 49)</i></p>	<p>We understand that bachelor’s degree in engineering or commerce will meet this under this criterion. This will attract a broader pool of qualified candidates, enriching the team with diverse perspectives and expertise. Kindly confirm our understanding.</p>	<p>Kindly follow the specific requirement in the RFP. In any case, only the Evaluation Panel, during evaluation, will make the proper determination.</p>

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44.	<p><i>ITC 24.1</i> <i>3.3 Capacity building Specialist (Skill Training) Must have a Bachelor's Degree in Humanities and Social Science (Sociology, Social Work, Gender Studies, Development Studies, Rural Development) or other relevant discipline.</i></p>	<p>Request to kindly allow Masters degree in Business Administration (MBA) for this criterion to attract a broader pool of qualified candidates.</p>	<p>Kindly follow the specific requirement in the RFP. In any case, only the Evaluation Panel, during evaluation, will make the proper determination.</p>
45.	<p><i>Form TECH – 9. Staffing schedule</i></p>	<p>Do we need to propose full-time key-staff?</p>	<p>It is Consultant's responsibility to review the terms of reference and design a methodology and staffing plan that will ensure the successful implementation of the assignment.</p>
46.	<p><i>Form FIN- 2 Price summary</i></p>	<p>In the financial price summary, we have to mention VAT. We request to remove the VAT row, as we are not sure of the implication.</p>	<p>The VAT line was precisely included to avoid confusion in the quoted price. VAT in Nepal shall be mentioned if applicable. However, please take note that Note #8 of the FIN-2 states that the "Total Price of Financial Proposal (Excluding VAT) stated in above table shall be used for evaluation, comparison, and recommendation of award of the Contract." Thus, VAT is not a factor of evaluation.</p>
47.	<p><i>Form FIN- 2 Price summary</i></p>	<p>Tax Deduction at Source (TDS), if applicable as per Nepalese Income Tax Act, will be deducted at the time of payment. Kindly let us know the applicable TDS rates.</p>	<p>It is Consultant's responsibility to assess the applicability of TDS to its own firm and accordingly conduct its own assessment and research.</p>
48.	<p><i>Section V Terms of Reference</i> <i>5.1.3.2 Municipal Energy Plan (MEP): Municipal Energy Plans are expected to assist municipalities to identify various renewable, clean, and modern energy opportunities within their jurisdiction, assess demand forecast of energy and explore productive end-use of</i></p>	<p>We understand that the focus of the MEP is on electricity-based planning and transition which includes renewable, clean sources. Kindly confirm our understanding</p>	<p>MEP should be developed based on AEPC MEP development guideline 2020</p>

SN	Reference to the Bidding Document	Questions from Bidders	Response of Millennium Challenge Account Nepal (MCA-Nepal)
	<i>energy/electricity for community socio-economic development.</i>		
49.	<i>Section V Terms of Reference 5.1.3.3 Capacity Building for Productive Use of Electricity During the project period, trainees will also require mentoring to ensure the sustainability of their improved business practices</i>	The consultant can only provide mentoring or guidance to the business owners. Ensuring the 'sustainability of their improved business practices' is in the hand of the business owners.	Bidders have to follow scope of work given in the RFP.
50.	<i>Section V Terms of Reference Task 2: Rapid Market Opportunity Assessment c. Assess the market potentials for the various agricultural, non-agricultural or agro-forestry processed products and associated skills...</i>	The coverage seems to be very wide. There can be multiple products under the categories of agricultural, non-agricultural and agro-forestry processed products. There may be subsequent skill and business training on these products as well which will require specific skill-set for that particular product. We request clarification on the depth of the market assessment and possibility of including non-key staff during the implementation phase who will have in-depth knowledge of the identified products for business and skill training.	Please see scope of work in task 2 Rapid Market Opportunity assessment. The consultants are free to propose additional staff as non-key.
51.	<i>Section V Terms of Reference Task 4: Skills Training ix. The consultant should have signed a Memorandum of Understanding with NSTB for skill test examination for the trainees in specific dates.</i>	We request for elaboration of this requirement. A way forward can be that MCA-n signs the MOU. The consultant can provide facilitation and coordination support for skill testing of the trainees.	Since the consultant is required to facilitate the trainee for examination and provide trainings, it is expected that consultant to have MOU with the NSTB so that the examination could be conducted timely once the training is completed. Hence, Consultant is required to have signed MOU with NSTB during the implementation phase.
52.	<i>Section V Terms of Reference Task 5: Post Training Support:</i>	The consultant cannot give guarantee for certain level of success rates of the trainees in any test. This is because the success of	This requirement under the Task 5 of the ToR shall not be modified.

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	<p><i>iv. Facilitate skill testing of all the trainees under Task 4, at least 90 percent (out of 95% that have completed the course) should succeed in the test administered by the NSTB</i></p>	<p>trainees in any test will depend upon multiple external factors, which are not necessarily under consultant's control. We can conduct a training effectiveness assessment via a pre- & post-training evaluation of the trainees' knowledge. We request for modification of this scope of work element.</p>	
53.	<p><i>Section V Terms of Reference Task 5: Post Training Support: v. Facilitate the job placement of the graduates under Task 4 and prepare a job placement plan. Ensure at least 70 percent of the NSTB pass graduates are employed in related occupations or self-employed.</i></p>	<p>In addressing Task 5: Post Training Support, specifically pertaining to job placement for NSTB pass graduates, we wish to express our commitment to facilitating successful transitions into the workforce. However, it is crucial to acknowledge the inherent challenges in providing an absolute guarantee for employment. The job market is dynamic, influenced by unpredictable economic conditions and industry trends. Graduates' employment decisions are multifaceted, driven by personal choices, career preferences, and individual circumstances. Additionally, hiring decisions rest with employers, and external factors may impact their staffing plans. Rather than committing to a specific employment percentage, we propose a collaborative approach. We will focus on comprehensive training, building industry connections, offering ongoing career guidance, and supporting entrepreneurship for those choosing self-employment. While we cannot assure specific employment outcomes, we are dedicated to maximizing opportunities for NSTB pass graduates and fostering their competitiveness in the job market. We appreciate the understanding of the project's dynamics and look forward to refining the</p>	<p>This requirement under the Task 5 of the ToR shall not be modified.</p>

SN	Reference to the Bidding Document	Questions from Bidders	Response of Millennium Challenge Account Nepal (MCA-Nepal)
		post-training support plan to align with the project's objectives and expectations.	
54.	<p><i>Section V Terms of Reference</i> <i>5.7 Deliverables</i> <i>Deliverable 2a: Municipal Energy Plans of 15 Municipalities– Includes methodology, data analysis and draft MEP, presentation workshop, final MEP report in English and Nepali including endorsement (Municipality and MCA-Nepal).</i></p>	We request for clarification on which municipalities should be selection for Phase 1.	The consultant are open to choose any 15 municipalities for phase 1.
55.	<p><i>Reference Check for entities</i> <i>Section I – Instruction to Consultants</i> <i>Clause 26.1 – Past Performance and Reference Check</i> <i>If the Consultant (including any of its Associates or joint venture/association members) is or has been party to an MCC-funded contract (either with MCC directly or with any MCA Entity, anywhere in the world), whether as lead Consultant, affiliate, Associate, subsidiary, Sub-Consultant, or in any other role, the Consultant must identify the contract in its list of references submitted with its Proposal using Technical Form TECH-5</i></p>	<p>We are a network of member firms bringing in valuable international experiences blended with the local requirements. This gives the organization flexibility to bring in resources and skillset from different member firms whenever required.</p> <p>With above background kindly clarify if credentials / qualifications of all member firms will be considered for evaluation. Also clarify if such member firm member firms will have to be part of the bid as a sub-contractor, consortium/ JV member.</p>	<p>It is the responsibility of the Consultant to decide how it will get organized for undertaking this assignment, whether in Association/Joint Venture or in sub consultancy arrangements. However, please note that “Section III Qualification and Evaluation Criteria, Table 3.7.4 Experience” details the experience requirements applicable/not applicable for a Single Entity, for a joint venture and Subconsultants.</p> <p>Further, please note that as per the provision in page 50 of the RFP: “Sub-Consultant experience shall not be considered while evaluating Experience of the Consultant and Past Performance. However, Consultant’s past experience where the Consultant has worked as Sub-Consultant shall be considered as past experience of the Consultant”.</p>
56.	<p><i>Resource Replacement Conditions</i></p>	We understand that changes in the Key Professional Personal is under purview of	GCC 12.1 states “12.1. Except as the MCA Entity may otherwise agree, no

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	<p><i>Form Tech-3 – Organization of the Consultant – Providing brief background of firm</i></p> <p><i>The Proposal shall further demonstrate that the Consultant has the capacity to field and provide experienced replacement Personnel on short notice.</i></p> <p><i>Section VI – General Conditions of Contract (GCC)</i></p> <p><i>Clause 12.1 – Removal and/or Replacement of Personnel</i></p> <p><i>Except as the MCA Entity may otherwise agree, no changes shall be made in the Key Professional Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional Personnel, the Consultant shall, subject to GCC Sub-clause 38.1(a), provide as a replacement a person of equivalent or better qualifications.</i></p>	<p>MCA, Nepal. However, due to different circumstances as highlighted in Clause 12.1, specified conditions and procedure for Resource Replacement shall be required. Accordingly, for Resource replacement, following clarifications are required:</p> <ol style="list-style-type: none"> 1. Procedures for the Resource Replacement. 2. Whether the procedures for the Resource Replacement is common for the Key Professional Personnel and the Non-Key Staff 	<p>changes shall be made in the Key Professional Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional Personnel, the Consultant shall, subject to GCC Sub-clause 38.1(a), provide as a replacement a person of equivalent or better qualifications.”</p> <p>For further details, please refer to Clause 12 (complete) of General Conditions of Contract (GCC).</p> <p>In case, the Consultant is requesting changes, the Consultant is required to submit justification for change in line with provision of RFP with CVs of proposed personnel for MCA-Nepal review and approval.</p> <p>The change of personnel is to be only acceptable in exceptional circumstances as per the provisions of the Contract. MCA-Nepal expects that the contract implementation will be fully undertaken by the nominated key staff in the Proposal.</p>
57.	<p><i>Cost Overrun</i></p> <p><i>Section VI – General Conditions of Contract</i></p> <p><i>Clause 16 – Commencement, Completion and Modification of Contract</i></p> <p><i>Modifications or Variations 16.4 – Any modification or variation of the terms and</i></p>	<p>During the engagement, in case if actual level of effort for some tasks has increased than estimated level of effort due to reasons beyond the control of the Consultants, it is inferred that as per the Clause 16.5, MCC will approve the same and the payment for the actual level of effort will be made as per</p>	<p>Your understanding is not correct. Please note that this is a Lump Sum contract, awarded based on the proposal submitted by the Consultant and payments are done based on deliverables accepted, independently of the level of effort.</p>

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	<p><i>conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Sub-clause 50.1, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party</i></p> <p><i>Substantial Modifications 16.5 – In cases of any of the below, the prior written consent of MCC is required:</i></p> <p><i>(a) the Contract value of a Contract that did not require approval under an MCC policy is raised to a value that would require approval</i></p> <p><i>(b) the original Contract duration is extended by 25% or more, or</i></p> <p><i>© the original value of the Contract is increased by ten percent (10%) or 1 million US Dollars or more (whichever may apply); once the 10% Contract (or 1 million US Dollars) threshold for modifications or change orders has been reached for a Contract, any subsequent Contract modification or change order that individually or collectively exceed 3% of the original Contract value will also require MCC approval.</i></p> <p><i>Payment for Additional Services 17–4 - For the purposes of determining the remuneration due for additional Services as may be granted under GCC Sub-clause 16.4, a breakdown of the Contract Price is provided in Annexes E and F.</i></p>	<p>Clause 17–4 - Payment for Additional Services.</p>	<p>Please note that in case MCA-Nepal requires additional services, payment for additional services will be made following the calculation as stated in clause 17.4. Further please note GCC 16.4 states “16.4. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Sub-clause 50.1, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.”</p> <p>Further in case of additional services required which needs additional cost above the threshold as stated in GCC 16.5, MCA-Nepal will obtain the MCC No-Objection, prior signing/performing an amendment for the additional services.</p> <p>For further details on this query, please refer to Section VI. General Conditions of Contract Clause 22 Force Majure.</p>

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58.	<p><i>Applicability of Taxes</i> <i>Section I – Instruction to Consultants</i> <i>Clause 29.4 – Financial Negotiations</i> <i>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. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.</i></p> <p><i>Section VI – General Conditions of Contract</i> <i>Clause 18 (a) – Taxes and Duties</i> <i>Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at https://www.mcc.gov/where-we-work/program/nepal-compact, the Consultant, the Sub-Consultants, and their respective Personnel may be subject to certain Taxes on amounts payable by the MCA Entity under this Contract in accordance with Applicable Law (now or hereinafter in effect). The Consultant, each Sub-Consultant and their respective Personnel shall pay all Taxes levied under Applicable Law. In no event shall the MCA Entity be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Consultant, any Sub-Consultant or their respective Personnel, the Contract</i></p>	<p>In reference to Clause 29.4 (Financial Negotiations), MCA Nepal is requested to specify the applicable tax amount pertaining to project deliverables so that it can be easily incorporated for Financial Proposal.</p>	<p>As per ITC 29.4, it is the responsibility of the consultant to determine the relevant tax amount to be paid by the Consultant under the Contract. This shall be as per section 2.8 of the Compact read along with related Schedules in Annex VII.</p>

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	<i>Price shall not be adjusted to account for such Taxes.</i>		
59.	<p><i>Section VI - General Conditions of Contract</i> <i>20. Termination: By the Consultant</i> <i>By the Consultant 20.2. (e)</i> <i>If this Contract is suspended in accordance with GCC Sub-clauses 20.1(h) or (i) for a period of time exceeding three (3) consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with GCC Sub-clauses 20.1(h) or (i) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.</i></p>	<p>We request MCA-N to include the below condition in the mentioned section: "If the Consultant determines that a law, regulation or anything having similar import, or circumstances (including cases where the MCA entity's ownership or constitution has changed), makes the Consultant's performance of the Contract impermissible or in conflict with independence or professional rules applicable to the Consultant."</p>	<p>As these are standard provisions instructed by MCC in its Standard Bidding Document, the requested change shall not be accepted.</p>
60.	<p><i>Form TECH-5. References of MCC-Funded Contracts</i></p>	<p>Does this form also apply to Association members with whom the lead consulting firm will submit the proposal?</p>	<p>The heading paragraph of the Tech-5 states "Each Consultant or member of a Joint Venture/Association making up the Consultant must fill in this form and include information about any and all MCC-funded contracts (either with MCC directly or with any Millennium Challenge Account Entity, anywhere in the world) to which the Consultant or member of a Joint Venture/Association making up the Consultant is or has been a party whether as a lead Consultant, affiliate, associate, subsidiary, Sub-Consultant, or in any other role. MCC experience is not mandatory. However, if the firm has worked on MCC</p>

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			funded projects (as a consultant or sub-consultant), it is mandatory to include this experience in the proposal.”
61.	<i>Request for extension of the submission timeline</i>	<p>As stated in the RFP, the submission deadline is currently set for 2-Feb-2024. However, we have encountered challenges in preparing our comprehensive bid response due to long year-end holidays. This has significantly limited the available working days, making it difficult for us to ensure the highest quality of submission within the prescribed timeline.</p> <p>Furthermore, we understand that the release of clarifications by MCA-Nepal will be on 15-Jan. This will leave very limited time for bid submission and constrain our ability to adequately address and incorporate these clarifications into our bid response in a timely manner.</p> <p>In light of these circumstances, we kindly request a 30-day extension of the bid submission deadline. This additional time will allow us to thoroughly review and revise our proposal, ensuring that it aligns seamlessly with MCA-Nepal's requirements and expectations.</p>	Your request is duly noted. If MCA-Nepal accepts your request, an Addendum to the RFP will be issued, previous approval of the Authorities.
62.	1. <i>In TECH2-A, it is required “Evidence of financing (US\$200,000, in words: Two hundred thousand United States Dollars) dedicated for the implementation of the consulting services as attested by an authorized representative of the Consultant” (page 65).</i>	Could you please explain what kind of proof is expected?	The document such as letter from consultant’s bank which reveals the evidence of financing (US\$200,000) for the implementation of this consulting services as attested by an authorized representative of the Consultant is required.

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63.	2. <i>Is this financial capacity criterion linked to clause GCC 36.1 (b) on the third-party liability insurance (page 161)?</i>		The financial situation and Financial Capacity of the Consultant are not related to 36. Insurances to be taken out by the Consultant.
64.	General	Additionally, we would be grateful if an extension of the submission deadline was granted, considering the end of year period and the holidays at the same time.	Your request is duly noted. If MCA-Nepal accepts your request, an Addendum to the RFP will be issued, previous approval of the Authorities.