



Request For Applications Ref No: MCA-M/ICS/032

FIDIC Legal Advisory Services for MCA-Mongolia

ANSWERS TO CLARIFICATION QUESTIONS – ISSUE No. 3 (Questions 4-9)

January 29 , 2024

Questions and Answers 1 and 2 issued to all registered Applicants on January 22, 2024 Question and Answer 3 issued to all registered Applicants on January 24, 2024	
Question 4:	<p>Please provide guidance on the proper inclusion of evidence demonstrating my alignment with the specified criteria in the evaluation process. Specifically, could you kindly inform me where in the application this evidence should be presented for optimal consideration? Additionally, is mentioning my compliance with the requirements in my CV sufficient proof during the evaluation process.</p>
Answer 4:	<p>Applicants are referred to Clause 10 of Section I of the RFA - Preparation of Application – which states: <i>“In preparing their Application, Applicants are expected to examine in detail the documents comprising the RFA. Failure to provide the information requested may result in rejection of an Application. Applicants are required to submit a Technical Offer, which shall provide the information indicated in the Forms 1 through 3 provided in Section 3 (Application Forms)”</i>. Form 3 is Not Applicable for this Procurement.</p> <p>Applicants are reminded that the Evaluation Criteria in the RFA are aligned with Terms of Reference. As such, Applicants should not simply state in their Form 2 of their submission, their Curriculum Vitae (CV) that they comply. Applicants should evidence this through:</p> <ul style="list-style-type: none"> (a) their Education, Professional Association Memberships, and other training (certificates are not required with the Application but may be requested during the evaluation); (b) their Employment /Consultancy Record, where Form 2 requires the Applicant to detail work undertaken that best illustrates capability to handle the tasks assigned; and (c) provision of at least three individual references with substantial knowledge of Applicants’ work. MCA-Mongolia reserves the right to contact other sources, as well as to check references. <p>Furthermore, Applicants are reminded the Form 1 must be signed, and contain the following statement: <i>“I hereby declare that all the information and statements made in this document are true and correct. I accept that any misinterpretation contained herein can lead to my disqualification.”</i></p>

Question 5:	Section 1 (General Instructions to Applicants) defines “Consultant” as “ <i>any eligible individual person that may provide or provides the Services to the Accountable Entity under the Contract</i> ”. According to this and other references in the RFA, is it permissible to submit an application if, in the event of a successful award, the execution of the work will involve a certain degree of collaboration with team members within my firm. I understand, of course, that I would be responsible for all the work carried out
Answer 5:	<p>The “Scope of Required Services” of the TOR does not require a team of experts. The details of the services to be performed by a Consultant and the authorized ceiling of the Level of Efforts (LoE) will be stated in the individual Task Order.</p> <p>Whilst this does not preclude individuals who work for a firm - whether it be their own firm, or a separate corporation - the award of the Contract, and the responsibility for all of its deliverables, shall be held by the individual Applicant. As such, only the “Application” of the said individual consultant should be submitted.</p>
Question 6:	Relating to airfare in the case of an on-premise Task Order, is there a possibility of negotiating for business class? Specifically for consultants who would travel 24 hours to Ulaanbaatar.
Answer 6:	<p>No, not for the purpose of payment by MCA-Mongolia. As stated in the Contract contained in the RFA:</p> <p><i>“Airfare: In the case of on-premise task order(s), the MCA Entity shall reimburse the Consultant the cost up to the maximum airfare stated in the table above except* where modification of flight itineraries requires a change in the amount agreed in writing by Parties. The maximum airfare is pre-agreed in writing between the parties and represents the basic least expensive unrestricted accommodations class (economy class) offered by commercial airlines with the least number of stops and most-direct option with insurance to allow for modifications. The MCA Entity reserves the right to book the air ticket for the consultant if it is considered in the best interest of the client.”</i></p> <p>*No airfare was stated in the table, as the location of the Consultant is as yet unknown.</p> <p>The Consultant may however select to pay for business class at their own cost. In this case however, MCA-Mongolia retains the right to book the air ticket for the consultant and/or pre-agree the maximum airfare to be paid, to ensure that cost the upgrade is fully the responsibility of the Consultant and is in the best interest of the client.</p>
Question 7:	Regarding the invoicing and payment section, accompanied by Appendix D, what person inside MCA-Mongolia is in charge of receiving these invoices who we could address in the event of an issue with payment?
Answer 7:	<p>As stated in the Contract contained in the RFA:</p> <p><i>“Within 30 days of completing a task assigned and authorized by the General Counsel of MCA-Mongolia, and that task being accepted by the General Counsel, the Consultant shall submit an invoice to the MCA-Mongolia detailing the time spent, with an explanation as to that time expended, broken out by hours, with sufficient detail for the MCA-Mongolia to evaluate and verify the amount invoiced. The consultant shall invoice at the unit fixed rates provided in the table above and the</i></p>

	<p><i>level of effort (LoE) within the ceiling of the LoE to be indicated in each task order. The Consultant shall not secure reimbursement for any additional costs or expenditures, except for travel costs, as and if approved in advance by the General Counsel, and subject to the individual Task Orders and the terms of the MCA-Mongolia’s travel policy.”</i></p> <p>The General Counsel, MCA-Mongolia, acting as the MCA-Mongolia Contract Manager shall be the person in charge of receiving and internally approving these invoices, MCA-Mongolia has engaged an independent firm to serve as a Fiscal Agent, which is responsible for assisting MCA-Mongolia with its fiscal management and assuring appropriate fiscal accountability of MCC Funding. The Fiscal Agent of MCA-Mongolia will conduct payment transactions upon ensuring and certifying that the disbursement to the consultants is properly authorized and documented per established controls.</p>
Question 8:	Can on-premise Task Orders be arranged by coordination between clients and consultants?
Answer 8:	<p>Whilst the requirement for Site / Off Site Services requirements is dependent on the requirements of each specific Task Order, MCA-Mongolia shall coordinate with the consultant on timing and location, prior to the signing of the Task Order.</p> <p>If On Site Services are required, MCA-Mongolia shall endeavor to provide reasonable time for commencement, and shall coordinate with the consultant on timing, prior to the signing of the specific Task Order</p>
Question 9:	Concerning question number 2, section A on the first issue of Answers to Clarification Questions sent on January 22nd 2024; what is the extent of the consulting services which you require in relation to contractual advisory on the contrary to legal advisory.
Answer 9:	<p>Please refer to the response to Question 2 issued on January 22, 2024.</p> <p>Please also note that the details of the required specific consulting services will be indicated in each individual Task Order. As set forth in items 3 of the Specific Instructions to Applicants (SIA): <i>“MCA-Mongolia will sign a Framework Agreement with the successful Individual Consultant. MCA-Mongolia then requests the Individual Consultant to provide the services through individual Task Orders.”</i></p>