



## MALAWI MILLENNIUM CHALLENGE ACCOUNT (MCA)- MALAWI II

### RFO\_ TECHNICAL ADVISORY SUPPORT (REF NO: M497220000)

#### QUESTIONS & ANSWERS -02 AUG 2024

No.	Ref	Question	Answer
1.	Add. No 1	<p>Thank you for sharing with us GPN for the for Technical Advisory Support (Base and Option Periods) Ref #: M497220000.</p> <p>Well received, thank you.</p> <p>Regarding the short time we have to present a high-quality offer, we wonder please if there is any possibility to postpone the deadline of the submission of offers please.</p>	<p>This has been extended by an addendum to 27th August 2024.</p>
2.	Add. No 1	<p>I'm wondering whether you would consider a 4-day extension to the deadline given that no one could access the RFO documents until Monday, July 15th.</p> <p>Also, as I review the RFO, I'm seeing a discrepancy between the names of the Key Personnel positions as listed in Section 5, and those listed in the task-specific LOE tables in Section 2. Is this something you could correct now or should I submit this as a question during the question and answer period next week along with my other questions about the RFO? It would be good to have clarity on whether the Key Personnel position is an Information Technology Expert (as listed throughout Section 2) or a Geospatial Data Expert (as listed in Section 5), or whether both should be in the list of Key Personnel.</p>	<p>This has been extended by an addendum to 27th August 2024.</p> <p>This has been corrected by an addendum Issue Date: 24th July 2024</p>
3.	-	<p>At the RFO, Page 105 – Chapter Scope of work 2nd paragraph , it's written "...This consultancy will have a base and two option periods. During the base period, which will run for a period of one year, MCA-Malawi II,</p>	<p>Offerors who have submitted proposals for LARI and/or CCRM are eligible to submit offers for the Technical Advisory Support assignment while the LARI and CCRM proposals are still under evaluation. However, it is important to note that if any</p>

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		<p>through the issuance of Technical Directives, may require the consultant to provide technical and advisory assistance on an as-needed basis in supporting the review of deliverable documents produced by the two main LARI and CCRM implementation consultants...”</p> <p>Taking into consideration that a company may be awarded (as a partner or leader of a JV) for the LARI and/or the CCRM Tenders, we kindly request your guidance on whether there are any specific conflict of interest policies or guidelines to be considered that would restrict a company awarded for the LARI and/or the CCRM tenders from being awarded and implement the contract M497220000.</p> <p>In case a conflict of interest exists, could you please inform us on when the result on the LARI and CCRM tenders will be published so as to avoid to submit an offer for the M497220000 knowing that the awarded company may be disqualified in case it would be awarded the LARI and/or the CCRM project ?</p>	<p>offeror is awarded the contract for LARI or CCRM, they will not be eligible to be awarded the contract for the Technical Advisory Support assignment.</p> <p>In the context of the TAS assignment to review the deliverables submitted by consultants managing the LARI and CCRM work, a TAS consultant would be in conflict if they were also the winning bidder for either the LARI or CCRM tenders, or both. This situation would create a conflict of interest as the consultant cannot objectively review their own work</p> <p>Currently, we are unable to provide the dates for the results of the LARI and CCRM tenders</p>
4.		<p>Are Bidders who submitted offers for LARI and/or CCRM are eligible to bid for Technical Advisory Support while LARI and CCRM bids are still under evaluation or is it considered a conflict of interest at this stage.</p>	<p>Offerors who have submitted offers for LARI and/or CCRM are eligible to offer for the Technical Advisory Support assignment while the LARI and CCRM offers are still under evaluation. However, it is important to note that if any offeror is awarded the contract for LARI or CCRM, they will not be eligible to be awarded the contract for the Technical Advisory Support assignment.</p>
5.	General Conditions of Contract	<p>Clarity on time-and-materials type contract or fixed price? (The RFO says both in different places)</p>	<p>The contract is a fixed-price contract. Despite language in Section 2.4 on page 106 suggesting a time-and-materials basis with phrases like "on an as-needed basis" and "by technical directive," the contract is fundamentally fixed-price as confirmed in GCC 17.1. The fixed unit rates are established based on the consultants' offers, ensuring cost predictability. The "as-needed" language refers to the flexible activation of tasks within the fixed-price framework, not a variable pricing structure.</p> <p>The Technical Directives (TD) will be issued based on the consultants' fixed unit rates from the offer, with time being the variable factor, not the rate.</p>
6.	Add. No 1	<p>Clarity on Deadline - (an addendum for extension of the deadline will be issued soon)</p>	<p>This has been extended by an addendum to 27th August 2024.</p>
7.	General Conditions of Contract	<p>Is the Base Period of the Technical Advisory Support (TAS) Consultancy a Time-and-Materials contract (as stated on page 106 Section 2.4, and suggested by language such as “on an as-needed basis” and “by technical directive”), or a fixed price contract (as stated in the pre-bid conference and in Section 17.1 on page 167)?</p>	<p>The contract is a fixed-price contract. Despite language in Section 2.4 on page 106 suggesting a time-and-materials basis with phrases like "on an as-needed basis" and "by technical directive," the contract is fundamentally fixed-price as confirmed in GCC 17.1. The fixed unit rates are established based on the consultants' offers, ensuring cost predictability. The "as-needed" language refers to the flexible activation of tasks within the fixed-price framework, not a variable pricing structure.</p>

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			The Technical Directives (TD) will be issued based on the consultants' fixed unit rates from the offer, with time being the variable factor, not the rate.
8.	Section V. Terms of Reference	Page 141, section 3.2, mentions that Option Period deliverables and payments will be based on the schedule described in section 2.3.2. There is no section 2.3.2. If the Option Period(s) are Time and Materials could you describe how payments will be made during the Option Period? (E.g. tied to monthly/quarterly invoices?)	This section should now read as follows:  Option Period (if exercised) deliverables and payments will be based on the proposed deliverables and payment schedule based on deliverables described in section 2.5.2.  Payments will be made as described in the payment schedule.
9.	Section V. Terms of Reference	For each task that involves review of a deliverable from the LARI or CCRM consultants, will MCA Malawi require a separate report, or will comments in margins of the deliverable suffice?	For each task that involves the review of a deliverable from the LARI or CCRM consultants, MCA Malawi will require a separate report from the TAS Consultant in addition to comments in the margins of the deliverable. This ensures comprehensive documentation and formal feedback on the deliverables.
10.	Section V. Terms of Reference	The TOR indicates that the TAS Consultant will review materials for quality, consistency, and adherence to scope. Is it anticipated that the TAS Consultant will only conduct ONE review and make comments, or may there be multiple rounds of reviews? Will the TAS Consultant be expected to review early drafts of deliverables as well as final submissions, or only near-final submissions?	The TAS Consultant may be expected to conduct multiple reviews, including both early drafts and final submissions, for quality, consistency, and adherence to scope. The reviews will involve iterative feedback, with the Consultant providing actionable recommendations within five working days of receiving deliverables.
11.	Section V. Terms of Reference	In a number of tasks the TAS Consultant will be asked to review final products as delivered by the CCRM and LARI contractors and evaluate against criteria for quality, is it expected that MCA and the TAS Consultant would co-develop evaluation/review criteria for quality PRIOR to the materials/outputs being completed or is it expected that MCA Malawi will establish those criteria with the CCRM and LARI contractors?	In collaboration with the Consultant and implementing partners, MCA-Malawi II will define a process to review deliverables from LARI and CCRM implementation consultancies and propose a method to remediate deliverables that do not meet the quality threshold established by the MCA-Malawi II. The Consultant's support will ensure that deliverables meet pre-specified technical and quality standards.  MCA-Malawi II will not establish the criteria solely with the CCRM and LARI contractors but will work together with the TAS Consultant to establish these criteria.
12.	General Conditions of Contract	Can you confirm that no local taxes will be withheld from the payments to the TAS Consultant?	No local taxes will be withheld from the payments to the TAS Consultant. The Consultant is responsible for paying all applicable taxes themselves.
13.	Section III. Qualification and Evaluation Criteria,	Will qualifications and past experience be considered for all partners in the Offer or only the Offer Lead?	The qualifications and past experience will be considered for all partners in the Offer, not just the Offer Lead. Each Associate must provide the necessary information in the relevant forms, demonstrating their capability and experience.
14.	Section IV A. Technical Offer Forms,	Will financial capacity of all partners be considered or only the Offer Lead's capacity?	The financial capacity of all partners in a joint venture will be considered, not just the Offer Lead. Each party of the joint venture is required to submit financial capacity information. This is outlined in Form TECH-2A:

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	Form TECH-2A		"If the Offer is submitted by a joint venture, all parties of the joint venture are required to submit the financial capacity information requested."
15.	Section V. Terms of Reference	Could MCA provide more details about how the Technical Directive process will work? Will the TAS Consultant have the opportunity to estimate the actual LOE required by the specific team members once they have seen the deliverables?	MCA-Malawi II will issue Technical Directives (TDs) specifying tasks and deliverables for the TAS Consultant. Before initiating any work, the TAS Consultant must agree on an estimated Level of Effort (LOE) with MCA-Malawi II. If the actual LOE required exceeds the initial estimate after reviewing the deliverables, an amendment to the TD can be issued by mutual agreement to adjust the LOE. The TAS Consultant should not commence any tasks until the LOE is agreed upon in the TD. This ensures the project remains within the fixed-price contract framework.
16.		Are Bidders allowed to adjust the levels of effort for each task to reflect what we believe to be required, or should we adhere strictly to the LOE estimates presented in the RFO?	Offerors are allowed to adjust the levels of effort (LOE) for each task to reflect what they believe is required. The RFO does not mandate strict adherence to the LOE estimates presented, allowing for flexibility based on the Offerors professional judgment and understanding of the tasks involved.
17.	Section V. Terms of Reference, and Section VII. Special Conditions of Contract, GCC 17.3,	Will Technical Directives be tied to tasks in the SOW or to the payment schedule in GCC 17.3?	Technical Directives will be tied to tasks outlined in the Statement of Work (SOW). The payment schedule is outlined in GCC 17.3, which specifies that payments will be made based on the approval of deliverables by MCA-Malawi II, with the specific payment percentages tied to the completion of the designated tasks as described in the contract.
18.		Will MCA-Malawi wait to receive all deliverables from the LARI and CCRM contractors pertaining to a payment before sending a Technical Directive and the deliverables in a package to the TAS Consultant, or will Technical Directives be signed and LOE estimated for each task/sub-task before the deliverables have been seen?	MCA-Malawi II typically estimates the time or period for receiving deliverables in accordance with the schedule outlined in the payment terms. This schedule assumes a specific period for the submission of deliverables by either the LARI or CCRM consultant. It is within this framework that Technical Directives are signed and the Level of Effort (LOE) is estimated for each task or sub-task, aligning with the expected timeline for deliverable receipt.
19.	Section V. Terms of Reference	If deliverables under a given payment group do not all arrive at the same time, will MCA-Malawi issue Technical Directives for individual deliverables as they are received, or only issue Technical Directives that cover the entire payment?	MCA-Malawi will issue Technical Directives for individual deliverables as they are received, rather than waiting for all deliverables under a given payment group to arrive. This approach ensures timely review and feedback on each deliverable as it becomes available.
20.		If the actual amount of LOE required to provide comments and feedback on certain deliverables exceeds the time estimated in a Technical Directive, will the TAS Consultant be allowed to bill for the actual amount of time spent?	The TAS Consultant will not be allowed to bill for the actual amount of time spent if it exceeds the time estimated in a Technical Directive. However, an amendment can be issued to a Technical Directive if mutually agreed upon by MCA-Malawi II and the consultant to increase the LOE for any given assignment.

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21.	Section VII. Special Conditions of Contract, GCC 17.3	How do the payment percentages in GCC 17.3 (p.203) fit within a Time-and-Materials contract? It seems percentages (and actual dollar amounts) tied to deliverables should only be relevant for a fixed price contract. Please clarify how this will work?	The contract is a fixed-price contract, so the payment percentages outlined in GCC 17.3 are designed to fit within this context.
22.		The RFO states that MCA-Malawi may or may not request that the TAS Consultant complete all of the reviews listed in the SOW for the Base Period. If MCA=Malawi does not request all of the tasks, how will that affect the payment schedule or amounts (if the Base Period is a fixed price contract)?	In the context of a fixed-price contract where MCA-Malawi may not request all the reviews outlined in the Statement of Work (SOW) for the Base Period from the TAS Consultant, the payment schedule or amounts may be adjusted based on the tasks completed. This adjustment is necessary to align payments with the actual work performed, reflecting a prorated payment structure that corresponds to the completion of specific tasks rather than disbursing the full contract amount upfront. This approach ensures that payments are commensurate with the services rendered and promotes fair compensation based on the work completed.
23.	Section V – Terms of Reference	ITO 12.10 states that the fully loaded rates are to include per diem and in-country travel in the all-inclusive total price in form FIN-2. FIN-5 point 5 says that fully loaded prices should be provided that include international travel, communication, transportation, office expenses, etc. What is supposed to be included in the \$83,348 for reimbursable ODCs if travel and other costs are to be included in the fully loaded daily rates?	The ODCs should cover any additional costs not included in the fully loaded daily rates.
24.	Section V – Terms of Reference	Do the travel-related costs that are added to daily rates to arrive at fully loaded rates come from the ODC budget line or from the Base Period and Option Period budget lines?	The travel-related costs that are added to daily rates to arrive at fully loaded rates should be included in the Base Period and Option Period budget lines, as per the RFO documents.
25.	Section V. Terms of Reference	Does the ODC line pertain only to the Option Periods or to the Base Period as well?	The ODC line pertains to both the Base Period and the Option Periods. It is intended to cover reimbursable expenses that are not included in the fully loaded daily rates across all contract periods.
26.	Section V – Terms of Reference	Should Bidders calculate actual estimated costs for all travel to include in the budget, or use the \$83,348 ODC line as a fixed estimate for the Option Periods?	The ODC line pertains to both the Base Period and the Option Periods. It is intended to cover reimbursable expenses that are not included in the fully loaded daily rates across all contract periods.
27.	Section V – Terms of Reference	When invoicing for this Time-and-Materials contract, will actual travel receipts be required, or will the TAS Consultant only charge the fully loaded rate?	This is a Fixed Price Contract. Actual travel receipts will be required. Travel expenses are included as Other Direct Costs (ODCs) and must be reimbursed based on actual incurred costs. Offerors should ensure that all international travel costs of the consultant's personnel (i.e., those who will travel to Malawi from their home base) are included in their fully loaded rates.
28.	SECTION IV B. FINANCIAL OFFER FORMS & Section V –	Given that airline and hotel prices will change during the project period, can the fully loaded rates be adjusted during the contract period, or should Bidders include a cost escalation amount/contingency for travel costs in the fully loaded rate or as a separate budget line item?	Offerors should include per diem and in-country travel costs in their fully loaded rates. The fully loaded rates will remain unchanged during the entire contract period

No.	Ref	Question	Answer
	Terms of Reference		
29.	Section V – Terms of Reference	The Land and Property Valuation Expert has no estimated LOE under the task on Rates Rationalization under LARI (Task 2) but we feel there is need for this expertise as Task 2 clearly has components of land valuation (market research of capital and rents value and assessments). Is this an omission or does MCA-Malawi not see a need for input of a Land and Property Valuation Expert for Task 2?	As the Land and Property Valuation Expert has no estimated Level of Effort (LOE) allocated for the Rates Rationalization task under LARI Task 2, you can propose to reallocate some LOE to involve the expertise of a Land and Property Valuation Expert for this task. However, it is important to ensure that any reallocation of LOE remains within the overall estimated LOE for Task 2. By proposing this reallocation, you can address the components of land valuation within Task 2 effectively, ensuring that the necessary expertise is utilized while staying within the task's resource allocation boundaries
30.	Section IV B. Financial Offer Forms	FIN-4 states its purpose as being only to demonstrate price reasonableness for the Home and Field monthly rates. Should bidders therefore provide fully-loaded monthly rates that assume a full-time work scenario, or monthly rates that reflect part-time work for the team members that are to be part-time?	Offerors should provide fully-loaded monthly rates that assume a full-time work scenario.
31.	Addendum No. 1	In the Procurement presentation on 7/22, it was stated that Option Periods should not be priced. Can you clarify this statement, as the FIN-2 form includes cost lines for both the Base and Option periods, and the total price on FIN-1 is supposed to include the Option Periods. Should bidders use the amount given in the RFO (\$419,710) instead of estimating costs ourselves?	Base and Option periods must be priced.  Source: Addendum No. 1
32.	Section V – Terms of Reference	Can MCA-Malawi provide estimated timelines for the various deliverables expected from the LARI and CCRM contractors so that the Bidders can provide a detailed workplan as requested as part of Tech-6, Tech-9, and Tech-10?	<p>As outlined in the RFO document, estimated timelines for deliverables from the LARI and CCRM contractors are detailed in Section V. Terms of Reference. Specifically, please refer to the following sections for estimated timelines and deliverable schedules:</p> <ul style="list-style-type: none"> <li>• Land Administration Resourcing and Institution (LARI) Activity Consultancy Deliverables</li> <li>• City Council Revenue Land-Based Modernization (CCRM) Activity Consultancy Deliverables</li> </ul> <p>These sections provide the necessary details for bidders to develop a comprehensive and detailed work plan as required in Tech-6, Tech-9, and Tech-10.</p> <p>Additionally, please refer to the documents in Annex 1: Links to Required Documents for more detailed timelines and related information</p>

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33.	Section V, Terms of Reference	We understand that the main objective of the Technical Advisory Support is to assist MCA-Malawi II review deliverables coming from LARI and CCRM contractors. The time frame for the Transport and Land Compact is 5 years while the Technical Advisory Support is for three years, does it mean that there will be no deliverables needing review by the TAS Consultant after three years?	The TAS contract timeline is designed to align with the estimated timelines for the LARI and CCRM consultants, which span three years: one year for the base period and two option periods of one year each. However, as the delivery of TAS deliverables is contingent on the progress of these assignments, the TAS contract may undergo modifications if the timeline extends beyond the anticipated three-year period. Any necessary adjustments to the TAS contract will be made to accommodate and adapt to the evolving project timelines and ensure the successful completion of the overall assignment.
34.	Section V, Terms of Reference	Certain Condition Precedents (CPs) of the Transport and Land Compact require legal reforms by implementing partners such as Ministry of Land (MoL) and City Councils. Considering that legal reform process could take considerable time and deliverables from the LARI and CCRM contractors will need review by the TAS Consultant, will the time frame for TAS Consultant base and/or option periods be extended if delays occur?	See response to 33.
35.	Section V, Terms of Reference	Page 143 states that during the Base Period, the TSA Consultant is not required to travel to any project sites nor have a presence in the country. Can you please confirm that no international consultants should plan to travel to Malawi during the Base Period, even to Lilongwe, or whether international travel for the Team Leader and other staff should be assumed, just not to project sites outside of Lilongwe? Would the Team Leader not be needed at an in-person contract Kick-off Meeting which from our experience with MCA work is typically expected. Or will the Kick-off meeting be done virtually?	During the base period, the consultant will not need to travel as the primary task involves reviewing deliverables submitted by the LARI and CCRM consultants, requiring only the submission of comments in track changes. Therefore, MCA-Malawi II foresees the kick-off meeting to be conducted virtually. It is in the option period that MCA-Malawi II anticipates the consultant to travel to selected sites for progress reviews.
36.	Section V, Terms of Reference	Will the Option Period Quarterly Reviews follow a regular calendar schedule that can be planned for in advance, or will the TAS Consultant wait to receive a request (Technical Directive?) from MCA-Malawi to complete a Quarterly Review before organizing travel?	The option period deliverables, including the Quarterly Reviews, will also be initiated based on the issuance of a technical directive from MCA-Malawi. The TAS Consultant will need to wait to receive a request from MCA-Malawi II before organizing travel for the Quarterly Reviews during the option period.