

Project title: Procurement of Management Services, Field Support Services project in Vietnam

A. AMENDMENT #2 TO THE REQUEST FOR PROPOSALS (RFP):

- 1) In **Section 1. Instructions to Bidders**, item 4.3, **DELETE** the first paragraph and **REPLACE BY:**

“A Bidder is eligible to participate in this RFP process if it, including each member if a proposal is submitted by a consortium or joint venture, is a legal entity, has the legal capacity to contract and holds the necessary permits to work in the Project Location in order to provide the Services.”

B. QUESTIONS AND ANSWERS

<p>Q1. Are INGOs allowed to bid for this assignment? If so, how then to treat Vietnamese VAT costs (in the financial evaluation), which private firm bidders for this assignment must pay?</p>
<p>A1. The eligibility requirements of the Bidder are established in clause 4.3, Section 1, Instructions to Bidders. As long as these requirements are met, INGOs are not precluded from responding to this RFP.</p> <p>In accordance with the provisions of clause 10.11, Section 1, Instructions to Bidders, “<i>All other taxes, including but not limited to Local Taxes, must be included by the Bidders in the price.</i>” This means price inclusive of all taxes (except Applicable Canadian Taxes as per clause 10.10, Section 1, Instructions to Bidders), including but not limited to VAT, will be evaluated.</p> <p>It is up to the Bidder to determine its VAT obligations under the project.</p>
<p>Q2. Is VAT a reimbursable expense?</p>
<p>A2. In accordance with the provisions of clause 10.11, Section 1, Instructions to Bidders, “<i>All other taxes, including but not limited to Local Taxes, must be included by the Bidders in the price.</i>” Therefore, the Consultant will be paid the price, which includes all applicable local and corporate taxes, including but not limited to VAT.</p>
<p>Q3. Will taxes on company profits and personal income be paid or are they subject to exemption?</p>
<p>A3. It is possible that tax exemption be granted at the contract signature stage. For the purpose of evaluation and in accordance with the provisions of paragraph 6.1.11 of Section 6, Standard Form of Contract, “<i>The Consultant is responsible to pay all other taxes (including but not limited to Local Taxes and corporate taxes, if applicable). Local and corporate taxes are included in the Fees and the Service Costs.</i>”</p>

<p>Q4. Why just leave out Canadian taxes from service costs? Does this lead to an unfair advantage for Canadian firms when calculating the financial evaluation totals? If so, please suggest a solution (e.g. all local taxes to be deducted for financial evaluation calculation).</p>
<p>A4.</p> <p>All Bidders are subject to the same local tax regime. Local taxes are integrated in the competed prices that will be paid by DFATD during contract implementation.</p> <p>As mentioned in the Conditions of the Contract, under 6.1.6 of Section 6, Standard Form of Contract : “(...) <i>The Applicable Canadian Taxes are not included in the maximum Contract amount (...)</i>”. Therefore, Canadian taxes are not considered at the stage of the financial evaluation.</p>
<p>Q5. What Canadian taxes applicable in this RFP? Percentages?</p>
<p>A5.</p> <p>Please refer to Section 1, Instructions to Bidders, Definitions, (a) Applicable Canadian Taxes for details.</p> <p>Please note that the Applicable Canadian Taxes are not taken into consideration at the stage of evaluation of proposals. Therefore, the bidder does not have to calculate the amount of applicable Canadian taxes in its proposal. Before signing the contract, but after the stage of evaluation of proposals, the consultant will be responsible for determining the amount of Applicable Canadian Taxes that will subsequently be reflected in the contract, as described in para 6.1.6 of the Conditions of Contract.</p>
<p>Q6. If INGOs can bid, what if doing this assignment conflicts with their PACOM licence? Should they get prior clearance from PACOM (for a profit-making assignment)?</p>
<p>A6.</p> <p>In accordance with the provisions of clause 14.1 d), Conditions of Contract Award, Section 1, Instructions to Bidders</p> <p>“Capacity to Operate in the Recipient Country and in the Project Location: <i>The Bidder must have the capacity to operate in the Recipient Country and in the Project Location for the purpose of providing the Services, including all permits, license, regulatory approvals and certificates required to sign contracts/leases and perform the Services.”</i></p> <p>Therefore, it is the Bidder’s obligation to meet this condition prior to contract award, including but not limited to ensuring compliance with its PACOM license and/or obtaining any prior clearances if required.</p>
<p>Q7. What second-hand furniture and equipment (e.g. computer server) may be counted under SERVICE REQUIREMENTS?</p>
<p>A7. Please refer to Section 4B - Specific Mandate of the Consultant, Services Requirements which</p>

lists all items that shall be provided as new. If “new” is not indicated the Bidder is free to propose the furniture/ equipment as it sees fit in compliance with the specifications.
Q8. Does the technical specialist budget line include all costs associated with these persons (fees, travel, office, etc.)?
A8. The budget envelope for the technical specialists only covers the remuneration of such individuals. The office to be provided to them is provisioned for in the Service Requirements, 3.1. Travel-related expenses will be covered out of the Reimbursable Expenses envelope.
Q9. What types of technical specialists will be required to recruit under FFSP? In which technical areas?
A9. The requested information is provided in Section 4B – Specific Mandate of the Consultant, clause 4.6, Technical Specialists.
Q10. How to estimate the cost of technical experts if the number of these specialists remains unclear in the RFP?
A10. The Bidder does not have to estimate the cost of technical experts. In accordance with the provisions of Section 1, Instructions to Bidders, clause 10.2 « <i>The envelope for Technical Specialists is fixed at 1,500,000 Canadian dollars.</i> »
Q11. How are the 1,100 man days per year established?
A11. 1,100 days apply to a 5-year period, not per year per position. It accounts to 220 working days a year, which corresponds to the average number of working days per year for a full time position.
Q12. When will the PSU close?
A12. The current contract ends 30 Sept 2015, and without another extension, the PSU will close at that time.
Q13. Will the new project assume the staff and the equipment of the PSU?
A13. No. PSU and FSSP are two different projects; no transfer of staff or assets between these

<p>projects is allowed. That being said former PSU employees, as any other individual, may be proposed by a Bidder under the personnel section of its proposal.</p>
<p>Q14. Shall there be a position of a Caretaker/ Office Cleaner?</p>
<p>A14. The office cleaning function is built into the Service Requirements, 3.1 Office, Reception and Common Space (Section 4B Specific Mandate of the Consultant), see 3.1.B <i>“Essentials: office space must be well maintained, cleaned on a daily basis...”</i> As such, it will be the responsibility of the Bidder to price this function into this Service Category.</p>
<p>Q15. It is my understanding that a person’s CV can only be part of one bid.</p>
<p>A15. In accordance with clause 4.5 of Section 1, Instructions to Bidders, <i>“Multiple proposals from the same Bidder are not permitted in response to this RFP...A sub-consultant, however, may participate in more than one proposal, but only in that capacity.”</i> Therefore, a person’s CV can be part of several bids at the same time.</p>
<p>Q16. Do you require a driver?</p>
<p>A16. The FSSP team listed in the RFP does not include a position of a driver. The transportation needs will be covered under the Reimbursable expenses.</p>
<p>Q 17. Could the FSS remain in the premises of PSU?</p>
<p>A17. The bidder is free to propose any office space as long as it complies with the Service Requirements for Office, Reception and Common Space as defined in clause 3.1, Section 4B, Specific Mandate of the Consultant.</p>

C. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.