

**Project title:** Procurement of Management Services, Field Support Services Project in the Democratic Republic of the Congo

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

- 1) On page 1 of the RFP, **DELETE** “RFP Closing Date is May 22, 2015 at 14:00, Eastern Daylight Time (EDT)” and **REPLACE BY** “RFP Closing Date is May 29, 2015 at 14:00, Eastern Daylight Time (EDT)”.
- 2) The French version of **Section 1. Instructions to bidders**, paragraph 4.3 ii. has been amended. Please refer to the French version of the Addendum for more details. This amendment does not apply to the English version of the RFP.

**B. QUESTIONS AND ANSWERS**

<b>Q1</b>	<b>Flow of funds: Will DFATD pay the successful Consultant under its contract locally in Kinshasa or in a bank account in Canada?</b>
<b>A1</b>	It is up to the Consultant to identify the bank account into which it wishes to receive payments. Please note that as per clause 6.4.1 of Section 6 of the RFP, “payments by DFATD to the Consultant will be made in Canadian dollars”. As per 6.4.2 of the same section, “any foreign exchange risks that may be associated with the payments to the Consultant by DFATD under this Contract is the sole responsibility of the Consultant”.
<b>Q2</b>	<b>For audits undertaken by DFATD, will these audits be done at the project office in Kinshasa or in Canada, or both, in which case, we will require supporting documentation in Canada.</b>
<b>A2</b>	As a general rule, DFATD performs audits where the Consultant keeps its records.
<b>Q3</b>	<b>The standard contract provides for a canadian tax of 15% - article 6.1.10 of the contract. Is it possible to lift this when there is no Canadian personnel?</b>
<b>A3</b>	The Tax Withholding clause applies to a Consultant who is considered non-resident for Canadian tax purposes and provides services in Canada. The services provided under the FSSP are expected to be fully provided in the Project Location and not in Canada. Therefore, we do not anticipate the Tax Withholding clause (6.1.10) will be applicable to the resulting contract.
<b>Q4</b>	<b>The RFP indicates that “public institutions” are not eligible to submit a proposal. In the DRC, many organisations are considered “institutions of public interest”. Are these organisation considered eligible?</b>
<b>A4</b>	The eligibility requirements indicated in the RFP (4.3 of ITB) state that a « Bidder, including each member if a proposal is submitted by a consortium or joint venture, is not eligible to participate in this RFP process if it is a government entity or a government-owned enterprise in the Recipient Country. ». Essentially, any entity or enterprise that is part or is owned by the local government is not eligible to submit a proposal.
<b>Q5</b>	<b>The RFP indicates that exchange rate fluctuations will be absorbed by the Consultant. In the DRC, exchange rate fluctuations are important. Is it possible to re-negotiate the contract during its implementation or to include a provision in the event that fluctuations would be important enough and become impossible to absorb by the Consultant?</b>
<b>A5</b>	Paragraph 6.4.2 of the RFP states that “Any foreign exchange risks that may be associated with the payments to the Consultant by DFATD under this Contract is the sole responsibility of the Consultant.”.



<b>Q6</b>	<b>In the Conditions of Contract Award (paragraph 14 (d) of Section 1. ITB), the Bidder is required to have the “Capacity to Operate in the Recipient Country and in the Project Location”.</b> <b>a. Does this mean it is mandatory for the Bidder to register in the DRC?</b> <b>b. Can the Bidder obtain assistance from the Embassy to register, such as legal support?</b> <b>c.</b>
<b>A6</b>	a. The Bidder is responsible to determine its obligations in order to meet the requirements of paragraph 14 (d) of Section 1. ITB. b. The Canadian Embassy does not offer legal services. The Embassy mainly offers consular services but it could potentially offer information on local contact points to Canadian companies.
<b>Q7</b>	<b>Do we know the value of the Irrevocable Standby Letter of Credit (ISLC)?</b>
<b>A7</b>	The value of the ISLC will be based on the value of the resulting contract. In accordance with paragraph 13.1 a) of Section 1. ITB and paragraph 6.5.1 of Section 6. Standard Form of Contract, the ISLC will represent an “amount of 5 percent of the total contract value of the Fees, maximum Administrative mark-up cost and Service Costs.”.
<b>Q8</b>	<b>In Form FIN-1, you indicate that the “Bidder must provide a firm all-inclusive daily Fee based on 7.5 hour working day”. In the DRC, the work week is 45 hours. Should we adjust our fees accordingly?</b>
<b>A8</b>	For the purpose of the financial evaluation and the resulting contract, all firm all-inclusive daily fees must be based on a work day of 7.5 hours.
<b>Q9</b>	<b>Can PSU personnel be assigned to the Consultant?</b>
<b>A9</b>	No, the PSU and FSSP are two different projects; no transfer of staff or assets between these projects is allowed. That being said, former PSU personnel, as any other individuals, may be proposed by a Bidder under the personnel section of its proposal.
<b>Q10</b>	<b>On page 48 of the RFP, paragraph 2.2.6 b. Quality assurance, it is indicated that “The Consultant is responsible for systematic monitoring and assessment of the various services rendered under the FSSP and must ensure that services are performed in accordance with the standards of quality acceptable to DFATD and meeting the requirements of the Contract.”. For the Consultant, nothing is chargeable with respect to quality assurance. The overall quality assurance involves work, therefore; how can we charge for quality assurance services?</b>
<b>A10</b>	Quality assurance services of the Consultant are included in the responsibilities of the FSSP Project Manager. Precisely, in Section 4B Specific Mandate of the Consultant, paragraph 4.2, the FSSP Project Manager will have the responsibility of « Ensuring overall quality and management of all services offered by the FSSP” and of “Supervising the management and quality of the reporting and invoicing for services rendered”. As mentioned in paragraph 6.2.1 of Section 6. Standard Form of Contract: “Subject to the Contract amount specified in the para 6.1.1 and in accordance with Annex A, Basis of Payment, DFATD will pay to the Consultant: (a) Fees of the Personnel as set forth in the para 6.2.2, 6.2.3 and 6.2.4;”.
<b>Q11</b>	<b>Will Support to local development initiatives services eventually include the management of local funds?</b>
<b>A11</b>	For the moment, no local funds are anticipated to be implemented in the future.



---

<b>Q12</b>	<b>Are PSU resources considered consultants or employees of DFATD?</b>
<b>A12</b>	The FSSP and PSU are two distinct projects.

**C. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

