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

## A. AMENDMENT #3 TO THE REQUEST FOR PROPOSALS (RFP):

 Page 1 of the RFP, DELETE "RFP Closing Date is May 15, 2015 at 14:00 hrs, Eastern Daylight Time (EDT)" and REPLACE BY "RFP Closing Date is May 20, 2015 at 14:00 hrs, Eastern Daylight Time (EDT)"

### 2) In Section 1. Instructions to Bidders:

- a. clause 11.9, **ADD** "The total of..." at the beginning of the sentence.
- b. **DELETE** clause 11.10 b) and **REPLACE BY** "The total cost of Fees is the sum of all the sub-totals of each position identified by DFATD calculated by multiplying the fixed number of person-days *established by DFATD* for each position with the Bidder's average daily rate in accordance with FIN-1."
- 3) In Section 4B. Specific Mandate of the Consultant, clause 3.2 i), DELETE the first sentence and REPLACE BY: "Two (2) new laptops with compatible legitimate software: Microsoft Office Suite and ADOBE Reader."
- **4)** In **Section 5, Evaluation Criteria**, Requirement 4, Experience providing services similar to the FSS:
  - a. ADD "OR implemented for at least two years" to the first bullet point.
  - b. ADD new bullet point "be at least one (1) year duration, AND".
  - c. **DELETE** the bullet point "have an average budget of at least \$400,000 per year; AND" and **REPLACE BY** the bullet point "have an average budget of at least \$250,000 per year; AND"
  - d. DELETE the sub-clause a) "Average annual budget of the project: at least \$400,000 per year on average, ideally \$1,000,000 per year on average (up to 20 points)" and REPLACE BY the sub-clause a) ) "Average annual budget of the project: at least \$250,000 per year on average, ideally \$1,000,000 per year on average (up to 10 points)"
  - e. **ADD** new sub-clause d) "Project duration: at least one year of duration, ideally four (4) years of duration (up to 10 points)"

### 5) In Section 6, Standard Form of Contract:

- a. clause 2.8.4, in the 2nd sentence, **ADD** the word "cost", after "Administrative Mark-up"
- b. clause 2.9.2 (a), ADD the word "cost", after "Administrative Mark-up"
- c. clause 6.7.1, ADD the word "cost", after "Administrative Mark-up"



# **B. QUESTIONS AND ANSWERS**

### Q1.

Can we submit our proposal at the Embassy of Canada in Hanoi instead of sending it to Canada?

A1.

No. As per the provisions of Section 1, ITB, only the proposals received to the DFATD address in Canada as indicated in clause 7.1 will be considered.

### Q2.

It is given in page 40 of the RFP that the average spending of the Vietnam PSU over the last 5 years was \$500,000. Could you please clarify whether this amount is in US dollars or Canadian dollars?

#### A2.

The indicated amount is in Canadian dollars.

### Q3.

What is the proportion of spending on technical specialists among the \$500,000 of the PSU above? Were the technical specialists international or local?

## A3.

Approximately 20% of the PSU annual budget was allocated to technical specialists (mostly local). It is important to note that the PSU costing structure is different from the FSS costing structure; therefore the 20% figure is irrelevant for the purpose of this RFP.

#### Q4.

Could you please provide more details about DFATD's plan to use the 1,500,000 Canadian dollars on technical specialist, in particular, how many technical specialists do you plan to hire and are they international or local?

#### A4.

Please refer to Section 4B, Specific Mandate of the Consultant, clause 4.6 Technical Specialists that lists the examples of areas of expertise where the technical specialists maybe required. Provision of technical expertise is demand-driven on-request activity and, thus, the exact number of consultants that will be procured within the envelope for the technical specialists cannot be fixed in advance. Given that that there is no nationality restriction in procurement of technical specialists, both international and local consultants can apply.

### Q5.

Is our proposal still considered if we haven't had a Procurement Business Number (PBN) at the date of submission?

# A5.

Please refer to clause 14.1 (b) of Section 1, ITB of the RFP. Obtaining the PBN is a condition of contract award. Thus, if the PBN is not obtained at the time of proposal submission, this alone will not lead to a rejection of the bidder's proposal. However, the PBN shall be obtained

before contract award. In the case of a consortium or joint venture, the consortium or joint venture as a whole does not require a PBN, but each member must have a PBN.

### Q6.

If we submit documents other than those required, such as our registration of operation or tax, financial statements, etc. will the documents be considered in the appraisal process?

### A6.

Only the documentation required to be included in the proposal as listed in clauses 9 and 10 of Section 1, Instruction to Bidders will be taken into consideration for evaluation purposes. Additional information may be requested after the evaluation and before contract award to satisfy the conditions of contract award as established in clause 14 of Section 1.

### Q7.

According to our research, DFATD is implementing many projects in Vietnam. Our understanding is that each project has its own project management unit (PMU). Could you distinguish between the role of the Consultant in the FSS project and the role of each PMU? This information will be critical for us in determining our technical approach and budget.

### A7.

PMUs are set up by the Government of Vietnam to manage its development projects in country; the PMU's role is as a governing body for each project. FSSP is set up by DFATD. As described in Section 4B, Specific Mandate of the Consultant, clause 2.1, "The Consultant will be the overall manager, administrator and coordinator, bringing together the various resources required to execute the Project."

#### Q8.

Canadian taxes (point a, page 3) are exclusively applicable to Canadian bidders or to the bidders of every nationality? If it is for every nationality, what is the rate of each type of tax? and how to pay them?

### A8.

It is the bidder's responsibility to determine applicability of the Applicable Canadian Taxes (ACT) to the resultant contract. More information can be obtained by consulting the Canada Revenue Agency at <a href="http://www.cra-arc.gc.ca/tx/bsnss/tpcs/gst-tps/menu-eng.html">http://www.cra-arc.gc.ca/tx/bsnss/tpcs/gst-tps/menu-eng.html</a>

It shall be noted that ACT are not taken into consideration at the stage of evaluation of proposals. Therefore, the bidder does not have to calculate the amount of such taxes in its proposal.

Before signing the contract, but after the stage of evaluation of proposals, the bidder will be responsible for determining the ACT amount that will be subsequently be reflected in the contract, as described in clause 6.1.6 of the General Conditions of the Contract.

## Q9.

Cost of the contract (Section 1, Point 10.12): "is comprised of total fees, costs of technical specialist, administrative costs, service costs, reimbursable expenses, applicable Canadian taxes". We understand that the envelopes for technical specialists and reimbursable expenses

will be included in the contract. The questions are:

- Will the consultant manage them, directly?
- Those envelopes will add around 2,000,000 CA\$ to the contract and will be subject to local taxes. Does DFATD include the Canadian taxes and local taxes to those envelopes?

#### A9.

Yes, the FSS Consultant will manage the envelopes for technical specialist and reimbursable expenses directly. These envelopes are inclusive of all taxes except the Applicable Canadian Taxes.

## Q10.

FORM FIN 1: What does the "Resource Name" mean?

## A10.

It means the name of the proposed individual.

### Q11.

In case of contract winning, the funds will be remitted from Canada?

## A11.

Yes, the FSS Consultant will be paid from Canada.

### Q12.

Has this "Field support services project" been approved by the local authorities? This is to enable the Consultant to do the necessary procedures to open the project office for technical specialist, to pay the local taxes....

### A12.

The project has not been formally approved by local authorities.

### Q13.

Will funds for reimbursable expenses and technical specialists be advanced to the Consultant?

### A13.

No advances are permitted under the resultant contract. In accordance with clause 6.7.1 of Section 6, Standard Form of Contract, "...DFATD will pay the Consultant, not more often than once per month, the Fees, the Administrative Mark-up costs, Service Costs, costs of technical specialists and Reimbursable Expenses ... paid by the Consultant during the previous month."

### Q14.

Will only the total of FIN-1, FIN-2 and FIN-3 be considered in the evaluation?

### A14.

Yes. See amendment A) 2) above.

## Q15.

There is a lot of pirated software on the market in Vietnam. Please clarify if you require legitimate software in the Service Requirements.

## A15.

Yes. See amendment A) 3) above.

### Q16.

Section 1, Instruction to Bidders lists videoconference as eligible project-related communication costs under Reimbursable Expenses; however, there is no videoconference equipment required in Section 4B clause 3.2 Equipment. Please explain.

## A16.

Indeed under the Service Requirement for Equipment stated in Section 4B, clause 3.2 only telephone conferencing equipment is noted. No videoconferencing equipment is required. However there might be ad hoc requirements during project implementation that will require video conferencing. In such cases upon request of DFATD the FSS Consultant will procure the videoconferencing services from a third party and invoice it under the Reimbursable Expenses category.

# Q 17.

We were delighted to read in the advertisement for this assignment that "local firms are encouraged to apply". Yet no local firms can meet the EXPERIENCE OF THE BIDDER requirements for two projects. In particular, the \$400,000 average spend per year seems to be a prerequisite – yet the size of the project is also scored up to 20 points. REQUEST: that \$400,000 minimum be removed and scoring replaced with "2 points per \$100,000 average annual budget up to 20 points".

### A17.

Upon consideration of your request we amended this requirement to allow the projects to have an average budget of at least \$250,000 per year. Refer to amendment A) 4) above.

### Q18.

To make project experience a little easier to qualify, we REQUEST: in EXPERIENCE OF THE BIDDER that "at least 70%" complete be replaced with "at least 70% complete or implemented for at least one year already".

### A18.

Upon consideration of your request we amended this requirement to include projects that have been implemented for at least two years. Refer to amendment A) 4) above.

### Q19.

We have implemented three project contracts for the same client doing exactly the same activity over a period of years. May we sum these to be one EXPERIENCE OF THE BIDDER project?

# A19.

As defined in Section 5, Evaluation Criteria, Requirement 4: Experience providing services similar to the FSS, "...the term "project" is defined as a contract, agreement or assignment..." Therefore, for the purposes of evaluation three separate contracts cannot be presented as one Form TECH-4.

# Q20.

What is the maximum number of pages and font size for the Proposed Methodology?

### A20.

The Maximum pages specified under Requirement 5: Proposed Methodology is 8 pages. As per Section 5 Rated Evaluation Criteria the Minimum font size for all evaluation criteria is 12pt Times New Roman.

# C. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.