

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

A. AMENDMENT #1 TO THE REQUEST FOR PROPOSALS (RFP):

1. In **Section 1. Instructions to Bidders**, paragraph 14.1 a), **ADD** the following text after iv) *“In the event that DFATD considers that the Bidder is not financially capable of performing the RFP requirement, DFATD may require that the Bidder, at the Bidder's sole expense, provide some form of guarantee, for example, a financial guarantee from the Bidder's parent company, a ISLC from an Approved Financial Institution drawn in favour of DFATD, a performance guarantee from a Third Party or some other form of security, as determined by DFATD. If a parent company or a Third Party guarantee is considered appropriate by DFATD for the Bidder to be financially capable, DFATD may require the parent company or Third Party financial information.”*
2. In **Section 4, Terms of Reference**, 3. Service requirements, paragraph 3.1 Office space, **ADD** the following text: *“Office Space shall be made available not later than 60 days after the effective date of the contract.”*
3. In **Section 5. Evaluation criteria**, requirement 2.1, **ADD** “law” to the list of “relevant discipline”.
4. In **Section 5. Evaluation criteria**, requirement 5, Proposed Methodology **REPLACE** the paragraph iii) **BY** the following:

“Risk management (up to 4 points for each risk, for a total of up to 20 points). For each of the 5 risks provided below, the Bidder should identify the risk impacts on the FSS Project and the proposed risk responses. The Bidder will be awarded 1 point per risk impact that demonstrates an understanding of the risk (1 point per risk) and 1 point for each risk response that provides an effective measure to mitigate the risk (up to 3 points for each risk).”

B. QUESTIONS AND ANSWERS

Question 1	Are there any restrictions for organizations that bid on this assignment with regards to their eligibility to work on other DFATD funded projects in Mozambique? If so, what would those restrictions be
Answer 1	<p>Please refer to Section 6, Standard Form of Contract, paragraph 1.12 Conflict of Interest, for details about the FSS Consultant's eligibility to work on other DFATD funded projects in Mozambique.</p> <p>In particular, clause 1.12.7 states that <i>“The Consultant also understands that providing FSS services may result in having access to privileged programming information that may be perceived as an unfair advantage and may place it in a situation of conflict of interest. The Consultant understands and agrees that if DFATD determines that a conflict of interest</i></p>



	<p><i>situation may exist, DFATD reserves the right to exclude the Consultant from future DFATD development opportunities.”</i></p> <p>However, this does not mean that the Consultant would be automatically deemed to be in conflict of interest situation. Conflict of interest is linked to a particular situation and therefore assessed on a case by case basis. In all cases, as described in the terms of the Contract under clause 1.12.5, the Consultant that will be responsible for the implementation of the FSSP remains responsible for ensuring that “<i>no conflict exists or is likely to arise in the performance of the Contract</i>”.</p> <p>Please note that an unsolicited proposal submitted before the FSSP contract award is not considered a future DFATD development opportunity.</p>
Question 2	<p>In regards to the evaluation criteria for the FSSP Project Coordinator (criteria 2.2 d) and the FSSP Financial Officer (criteria 3.2 d), reference is made to demonstrated experience that is to include an assignment that "should be <u>at least one (1) month</u> in duration". Is this a typographical error? Surely an assignment of more than one month's duration is required in both cases.</p>
Answer 2	<p>It is not an error, the evaluation criteria for the FSSP Project Coordinator (criteria 2.2 d) and the FSSP Financial Officer (criteria 3.2 d) requires, among other things, for an assignment to “<i>be at least one (1) month in duration</i>”.</p>
Question 3	<p>In regards to the academic qualifications for the FSSP Project Coordinator position, please confirm that a "relevant discipline" would also include a discipline related to law (as is the case for the FSSP Project Manager).</p>
Answer 3	<p>Yes. The requirement is being amended to include law in a list of relevant disciplines. Please refer to Section A of this addendum.</p>
Question 4	<p>Regarding clause 10.4.3a (Service Costs - Office Space).</p> <ol style="list-style-type: none"> a) How many Technical Specialists "and other parties designated by DFATD" will be required at any given time? This is something bidders will need to know in order to estimate what size of office will be required. b) From what date is the office space expected to be required? c) The 3rd sentence indicates that office space costs are to include “internet, phone/communications systems” and yet this is contradicted by the last sentence of this clause which says “Costs of communications and use of internet will be reimbursed separately (see paragraph 10.5(b)).” Please clarify. d) Please tell us whether the cost of a diesel backup generator is to be included or not in Service Costs. e) What is going to happen with the existing CCO/PSU office space? Is it available to bidders to include in their proposals. If so, what are the operating costs for that existing office space. Is it deemed to be sufficient space for the requirements of this assignment? f) What is going to happen to the existing furniture, equipment,



	computers, printers, etc in the existing CCO/PSU?
Answer 4	<p>a. As indicated in SECTION 4B – SPECIFIC MANDATE OF THE CONSULTANT, paragraph 3.1 Office Space, A. General ii) “<i>Space sufficient to accommodate the office requirements of thirteen (13) individuals</i>”. Furthermore same paragraph provides dimensions for the office space, including meeting rooms, workstations, as well as reception area and common space.</p> <p>b. Office Space meeting the requirements established in SECTION 4B – SPECIFIC MANDATE OF THE CONSULTANT, paragraph 3.1 Office Space shall be made available not later than 60 days after the effective date of the contract.</p> <p>c. Cost of access to utility services such as internet, phone/communications systems included in the Office Space costs are different from the costs of communications and use of internet that will be reimbursed separately. “<i>Access to utility services such as internet, phone/communications systems</i>” is defined as hardware necessary to be installed in the office to allow proper internal and phone connections. The costs of such hardware, including its installation is part of the Office Space costs, while the usage costs, i.e. costs of communications and use of internet that will be reimbursed separately.</p> <p>d. As indicated in SECTION 4B – SPECIFIC MANDATE OF THE CONSULTANT, paragraph 3.2 Equipment, E. Other equipment (new) shall include “<i>v) One (1) generator with sufficient power to ensure business continuity/connectivity during outages.</i>” Therefore, the costs of such generator shall be included in the Service Costs for Equipment.</p> <p>e. PSU and FSSP are two different projects; no transfer of staff or assets between these projects is allowed. That being said it is up to the Bidder to investigate the availability of the former PSU office and its fit for purpose to meet the requirement of the Office Space as defined in SECTION 4B – SPECIFIC MANDATE OF THE CONSULTANT, paragraph 3.1 Office Space.</p> <p>f. PSU and FSSP are two different projects; no transfer of assets between these projects is allowed. Therefore, the Bidder shall not be counting on usage of the existing furniture, equipment, computers, printers, etc in the existing CCO/PSU.</p>
Question 5	Regarding clause 10.4.3b (Service Costs - Equipment). What equipment will be required to be purchased for the Technical Specialists? May we suggest that a set lump sum be allocated for this for all bidders.
Answer 5	The list of equipment at the Office Space location and its minimum specifications is presented in SECTION 4B – SPECIFIC MANDATE OF THE CONSULTANT, paragraph 3.2 Equipment. As indicated in Section 1, Instructions to Bidders, paragraph 10.4.3 Service Costs (Form FIN-3), b) Equipment, the costs of such equipment shall be included in the Service Costs for Equipment. “ <i>Equipment costs, for each type of equipment, include but are not limited to: the purchase, maintenance and replacement of equipment, accessories, technical support during usage, and any other</i>



	<i>cost to ensure readiness of equipment for requested usage.”</i>
Question 6	Regarding clause 10.5e (Reimbursable expenses). Please provide some examples of what “Third Parties” are being referred to.
Answer 6	As per the Section 6. Standard Form of Contract, Definitions, (cc) <i>“Third Party” means any person or entity other than DFATD and the Consultant.</i>
Question 7	Regarding clause 10.9 (Currency). What is DFATD's policy with regards to increases in salaries for local personnel during the course of the assignment?
Answer 7	In accordance with Section 1. Instructions to Bidders, Provisions for Multi-year Contract, paragraph 10.6 <i>“Fees ...must be expressed by year, for the duration of the Contract ... (i.e. Year 1, Year 2, Year 3, etc.).”</i> Furthermore, as per Section 1. Instructions to Bidders definition (i) <i>“Fees” mean an all-inclusive firm daily rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.</i> Any salary increases anticipated the Bidder shall be included in the Fees expressed by year and will be fixed for the duration of the contract.
Question 8	Regarding clause 10.11 (Local taxes). Will the Consultant have any tax exemptions for purchases made in Mozambique?
Answer 8	As per the provisions of Section 1, ITB, clause 10.11 <i>“All other taxes, including but not limited to Local Taxes, must be included by the Bidders in the price.”</i> Therefore, DFATD cannot guarantee any tax exemption resulting from the Contract.
Question 9	Regarding clause 12.1b (Clarifications of Proposals). What references are required to be provided?
Answer 9	As per provisions of Section 1, ITB, clause 12. Clarifications of Proposals, <i>“In conducting the evaluation, DFATD may, but has no obligation, to do the following:</i> ... <i>(b) contact any or all references supplied by Bidders to verify and validate information submitted as fact;”</i> References in this clause include references provided by the Bidders in FORM TECH-6: PERSONNEL, namely, FORM TECH-6A, CURRICULUM VITAE FOR PROPOSED PERSONNEL and FORM TECH- 6B, COMMITMENT TO PARTICIPATE IN THE PROJECT.
Question 10	a. Regarding clause 14.1b (Conditions of contract award – Procurement Business Number). This clause says that Bidders must have a PBN. Are non-Canadian entities able to get a PBN? If not, does this mean that non-Canadian entities are not eligible to be joint venture partners in a bid? Would they be eligible as sub-contractors? b. Regarding Form Tech-3 Clause 6 (PBN). Clause 14.1 (b) of Section 1 Instructions to Bidders states that “Bidders must have a Procurement Business Number”. Whereas, on Form Tech-3 Clause 6, the RFP states the Bidders have to provide a PBN “If available at the time of bid submission ...”. Please clarify whether a PBN is required at the time of



	<p>proposal submission or not.</p> <p>c. Reference to page 18 or 110: (b) Procurement Business Number, The RFP states that each member "must have a Procurement Business Number". Based on contacts with the Canadian Authorities a PBN is only issued to a company that has a Business Number. "To obtain a Procurement Business Number (PBN), you must first have a Canada Revenue Agency (CRA) Business Number (BN), or a Goods and Services Tax/Harmonized Services Tax (GST-HST) number, and your Legal Name as registered with CRA. If you do not have a BN, please contact CRA": We have contacted CRA – and it appears a series of supporting documents are required such as GST-HST number etc. We are not registered in Canada and there are appears to be considerable barriers to obtaining the PBN number. Or could this requirement to be amended to: To allow the non-Canadian bidder to obtain this number within 60 days post award of the contract.</p>
Answer 10	<p>Please refer to clause 14.1 (b) of Section 1, ITB of the RFP. Obtaining the PBN is a condition of contract award, not a condition of proposal submission. 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 regardless of the nationality of the bidder. 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.</p> <p>To obtain the PBN, the Consultants shall first obtain a Business Number from Canada Revenue Agency (CRA) by filling the form RC1 available at http://www.cra-arc.gc.ca/E/ptbg/tf/rc1/README.html. CRA's non-resident help lines are listed at: http://www.cra-arc.gc.ca/cntct/gsthstnrs/menu-eng.html.</p> <p>For any further inquiries regarding PBN, contact the Public Works and Government Services Canada's help line (1-800-811-1148).</p>
Question 11	Regarding clause 14.1c (Conditions of contract award – Proof of Insurance). What does "by A.M. Best stating" mean?
Answer 11	"A.M. Best" is a U.S.-based rating agency headquartered in New Jersey that focuses on the insurance industry. For more information please visit http://www.ambest.com/home/default.aspx
Question 12	Regarding clause 14.1d (Conditions of contract award – Capacity to Operate in the Recipient Country...). What exactly are the requirements to operate in Mozambique? Must all parties in a consortium meet this requirement? Are all of these requirements required before proposals are submitted?
Answer 12	<p>In accordance with the provisions of clause 14 d) Conditions of Contract Award of Section 1, Instructions to Bidders, "<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 perform the Services.</i>"</p> <p>Therefore, it is the Bidder's obligation to identify what are the requirements under which he must comply in order to operate in Mozambique and demonstrate before the award that he will have the capacity to perform the</p>



	<p>contract.</p> <p>In accordance with Section 1, ITB, Definitions, d), in the case of a consortium, the bidder indicates the members that will be part of the consortium. It is to the Consultant to determine who among the members of the consortium must have permits, licenses, etc.</p>
Question 13	Regarding clause 17.1 (Debriefing). Please confirm that DFATD will provide a debriefing if one is requested.
Answer 13	<p>Indeed DFATD will provide a debriefing if one is requested.</p> <p>Section 1, ITB, clause 17.1 states that <i>“Bidders may make a written request to DFATD to receive an oral or written debriefing on the strengths and weaknesses of their own Proposal and to receive the marks obtained by the Bidder for each requirement of the technical component published in the evaluation grid and the marks obtained for the financial component. All costs related to oral debriefings, including but not limiting to communication and/or transportation costs, are the responsibility of the Bidder.”</i></p>
Question 14	Regarding clause 20.1g (Rights of DFATD – sole compliant Bidder). We respectfully submit that given that bids are being submitted in a competitive environment, that requiring a sole compliant bidder to have to change their financial proposal is not fair or reasonable. We request that this sub-clause be removed.
Answer 14	As per Section 1, ITB, clause 20.1g DFATD retains the rights <i>“to negotiate with the sole compliant Bidder to ensure best value to DFATD”</i> . This requirement will not be removed.
Question 15	What is the anticipated starting date for the assignment?
Answer 15	The anticipated start date for the assignment is quarter 2 or 3 of 2016.
Question 16	Regarding “Experience of the Bidder”. Would a project profile by a sub-contracted entity of the Bidder be scored equally with that of a joint venture partner?
Answer 16	<p>In accordance with Section 1, ITB, Definitions, d) and n) “Bidder” means the person or entity (or, in the case of a consortium or joint venture, the persons or entities) submitting a Proposal to perform the resulting Contract for Services. It does not include the parent, subsidiaries or other affiliates of the Bidder and “Member” means any of the persons or entities that make up a consortium or joint venture and “Members” means all these persons or entities.</p> <p>Given these definitions, the experience of a sub-contracted entity of the Bidder is not considered the experience of the Bidder, and therefore, will not be taken into consideration for evaluation purposes of requirement 4.</p>
Question 17	The scoring based on 60/40 for the financial component and the technical component respectively is quite unusual for competitive bids. The norm is 20/80 or perhaps 30/70. Please explain why the scoring grid is so heavily favoured to the financial component. We respectfully submit that this split be reconsidered so that higher quality submissions are not unduly disadvantaged against those bids that are simply lower in costs.
Answer 17	In accordance with Section 1, ITB, clause 11, Proposal Evaluation,



	<p>paragraph 11.10 states that “<i>The evaluation of financial proposals will be carried out based on a “best value adjusted for cost” methodology. The technical proposal is awarded a maximum of 400 points or 40% of a total possible 1,000 points and the financial proposal is awarded a maximum of 600 points or 60%.</i>”</p> <p>These weightings are driven by the nature of the services procured, i.e. procurement of management services with heavy component of generic services, including but not limited to logistical, procurement, financial and administrative support.</p> <p>To ensure the quality of the proposals are recognized, as per Section 1, ITB, clause 11.5 “<i>Proposals that fail to achieve at least 60% of the technical score under the Personnel category or at least 60% on the overall technical score will be rejected and the financial proposal will remain unopened. Only Proposals that achieve both minimum technical scores will be considered technically compliant.</i>”</p>
Question 18	Is there any preference for Canadian firms to lead/be part of a proposed consortium?
Answer 18	This RFP follows an international competitive bidding process and thus, does not differentiate between bidders based on nationality. Furthermore, the evaluation grid does not provide bonus points for bidders who would be fully or partially Canadian.
Question 19	For planning reasons, we would like to know when the project is expected to be awarded and when the project implementation is expect to begin?
Answer 19	Please refer to Answer 15 above.
Question 20	We would like to know if the Field Support Services project (FSSP) will come to complement the Canadian Cooperation Office (CCO) administrative and financial duties or if it will substitute it?
Answer 20	The current contract with CCO in Mozambique ends December 2016, and without another extension, CCO will close at that time.
Question 21	Regarding Forms Tech-4, Tech-5 and Tech 6A, are there any page limits with regards to length of any of these?
Answer 21	<p>As indicated in Section 5, Evaluation Criteria, the following are the page limitations for Forms Tech-4, Tech-5 and Tech 6A:</p> <ul style="list-style-type: none"> a. Requirement 4, Experience providing services similar to the FSSP, form TECH-4 is maximum two (2) pages per project for a total of four (4) pages. b. Requirement 5, Proposed Methodology, Form TECH-5 is maximum 8 pages. c. Requirement 1, FSSP Project Manager, FORM TECH-6A is maximum 5 pages.
Question 22	Section 10.4.3 a) states that only office costs associated with use of office space by Technical Specialist and other parties designated by DFATD are to be costed under the Office Space section in FIN-3. Costs for the use of office space by the Consultant’s FSSP Personnel are to be covered out of



	<p>overhead costs. Since the evaluation is based on the total of the financial proposal, is it critical that the cost of office space used by the FSSP Personnel is a part of FIN-1 (built into the daily rate) or FIN-3 (built into the monthly rate)? Considering that one office will be used by both Technical Specialists and FSSP Personnel, it is not clear why Office Rent should be partially costed under FIN-1 and partially costed under FIN-3? Does it not make more sense to have the Office Rent fully charged under FIN-3 Office Space?</p>
Answer 22	<p>In accordance with the pricing basis for this RFP, outlined in Section 1, ITB, clause 10. Financial Proposals, paragraph 10.4, "<i>cost of office space and equipment required by FSSP Personnel to execute its mandate under the resultant Contract</i>" is considered Overhead/indirect costs – means the business operating costs originating from any of the Bidder's offices. It is different from the Service Costs for the Office Space provided by the Bidder for use by Technical Specialists and other parties designated by DFATD in this category.</p> <p>Therefore, office space costs related to the use of the office by the FSS Personnel must be included in the firm all-inclusive daily Fee in Form FIN-1; while Service Costs for the use of the Office Space by Technical Specialists and other parties designated by DFATD must be included in Form FIN-3.</p>

C. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

