

Project Title: Procurement of Management Services, Field Support Services project in Haiti (2016-D-000032-1)

A. AMENDMENTS TO THE REQUEST FOR PROPOSALS (RFP) :

(i) Section 1 Instructions to Bidders (ITB)

REPLACE paragraphs 13.1 and 13.2

WITH

“13.1 To guarantee the Consultant’s performance, the Consultant or any Member of a consortium or joint venture will be required to provide performance security as follows:

Within 28 Days of the signature of the Contract, an ISLC in the amount of 5% of the total contract value of the Fees, maximum Administrative Mark-up costs and Service Costs issued or confirmed by an Approved Financial Institution. DFATD reserves the right to validate the presented confirmation. An ISLC must be in Canadian dollars. All costs related to the issuance of the ISLC, maintenance and/or confirmation by the Approved Financial Institution will be at the Consultant’s own expense. The ISLC remains valid until 6 months after the expiration of the resultant contract.”

(ii) Section 2 Technical Proposal - Standard Forms, FORM TECH-3 BIDDER’S ORGANIZATION

DELETE item 8 entirely

(iii) Section 4 B - SPECIFIC MANDATE OF THE CONSULTANT

REPLACE paragraph 3.1.1 i

WITH

“3.1.1 i Location: A secure office space and site located within five (5) kilometers from the Canadian Embassy in Port-au-Prince, the Representative Office of Canada on the Delmas Road between Delmas 71 and 75. The total area of parking spaces should accommodate a minimum of twenty-five (25) cars, including those for visitors. If necessary, this area could be divided into 2 sites. A site with a minimum of 10 parking spaces located at the office space, from which are provided the services of the FSSP; and another secure parking site located within a radius of one (1) kilometer from the FSSP office space.”

(iv) Section 6 Standard Form of Contract

(a) REPLACE paragraph 6.4.1:

WITH

“6.4.1 Expenses incurred by the Consultant in currencies other than the Canadian dollar must be charged to DFATD in Canadian dollars using the exchange rate published by the Bank of Canada on the day the invoice is issued by the Consultant. Consequently, currency exchange risks stemming from the consultant’s expenses are the sole responsibility of the Consultant.”

(b) REPLACE paragraphs 6.5.1 to 6.5.4

WITH

“6.5.1 Irrevocable Standby Letter of Credit (ISLC) is to guarantee the Consultant's performance. Within 28 Days of the signature of the Contract, the Consultant must furnish the performance security in the amount of 5 percent of the total contract value of the Fees, maximum Administrative Mark-up costs and Service Costs. The ISLC must remain valid for six months after the completion of the Contract.

6.5.2 An ISLC issued by a foreign financial institution must be confirmed by an Approved Financial Institution. DFATD reserves the right to validate the presented confirmation.

6.5.3 An ISLC must be in Canadian dollars.

6.5.4 All costs related to the issuance of the ISLC, maintenance and/or confirmation by the Approved Financial Institution will be at the Consultant's own expense.”

(c) REPLACE left margin title corresponding to paragraphs 6.6.1 to 6.6.2 WITH “6.6 ISCL requirements”

(d) REPLACE paragraph 6.6.1

WITH

“6.6.1 Any ISLC and amendments to an ISLC submitted by the Consultant must be sent to the Technical Authority. The ISLC itself must clearly include the following information:

- a) the Bank's reference number;
- b) the Bank's name and address;
- c) the date of issue;
- d) the expiry date;
- e) the name and address of the Consultant;
- f) the name of the payee: Receiver General for Canada;
- g) the Purchase order number;
- h) the project name and number;
- i) the Branch name;
- j) the face amount of the letter of credit;
- k) 'Payable in demand' or 'Payable at sight';
- l) 'Redeemable upon approval of the Chief Financial Officer';
- m) a provision that the letter of credit is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practices for Documentary Credits, 2007 revision, ICC Publication No. 660;
- n) a provision that more than one written payment request may be presented, subject to the sum of those requests not exceeding the face amount of the letter of credit (where applicable); and
- o) a provision for the renewal of the letter of credit (where applicable).”

(e) DELETE paragraph 6.6.2 entirely

(f) REPLACE paragraph 6.7.2 introductory paragraph

WITH

“6.7.2 No payment will be made to the Consultant until DFATD receives a detailed invoice electronically of the Consultant’s Fees and rates/costs for the Services rendered and expenses paid during the previous month supported by the following documentation properly completed:...”

- (g) DELETE sentence “If the Consultant submits an electronic invoice, DFATD will identify it as the original invoice.” from paragraph 6.7.2 f.
- (h) DELETE paragraph 6.10.3 entirely

B. QUESTIONS AND ANSWERS

<p>Question 1</p>	<p>As security for our projects in Canada, we provide bond paper issued by an insurance company, equivalent to a letter of credit from a bank. Please confirm if this approach complies with your requirements?</p>
<p>Answer 1</p>	<p>RFP provisions stipulate that performance security required under the resultant contract shall be in the form of an Irrevocable Standby Letter of Credit (ISLC) issued or confirmed by an Approved Financial Institution. Therefore, ISLC is the only acceptable type of performance security under this RFP.</p> <p>RFP Definition (l) “Irrevocable Standby Letter of Credit” prescribes for ISLC to be issued by a bank or an Approved Financial Institution. Furthermore, Definition (c) provides a list of types of institutions that are considered “Approved Financial Institution”. Insurance companies are not part of this list.</p> <p>Therefore, the proposed approach does not comply with the performance security requirements under this RFP.</p>
<p>Question 2</p>	<p>We understand from reading these sections of the RFP, that:</p> <ul style="list-style-type: none"> a) From one hand , the bidder must include the FIN -3 form the cost of services only for Technical Specialists and other parties designated as described in Sections 3.1 (Office Space and Reception / Common Area), 3.2 (Equipment) and 3.3 (Transportation Services). b) On the other hand, the cost of services (Office Space, Equipment) for the core staff of the FSSP (7 persons listed in Form FIN- 1) must be included in the overhead costs to the fees in the FIN-1. c) However, Section 3.3 (p.54) - Transport Services, covers all costs of transportation, including those of the core staff of the PSAT, and must be included in the Form FIN-3. <p>Please confirm if this interpretation of the RFP is correct?</p>
<p>Answer 2</p>	<p>In accordance with the pricing basis for this RFP, outlined in Section 1, Instructions to bidders (ITB), paragraph 10.4.1 (iii) “<i>the business operating costs originating from any of the Bidder’s offices, including but not limited to the cost of office space and equipment required by FSSP Personnel to execute its mandate under the resultant Contract</i>” are considered Overhead/indirect costs.</p> <p>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 and equipment 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 and Equipment by Technical</p>

	<p>Specialists and other parties designated by DFATD must be included in Form FIN-3.</p> <p>The transportation costs for both Technical Specialists and FSS Personnel shall be included in form FIN-3 under Transportation as a monthly all-inclusive rate.</p> <p>Regardless of the beneficiaries of the FSSP services (parties designated by DFATD) the bidder must submit monthly all-inclusive rates for the services described in Section 4 Terms of Reference in particular paragraphs 3.1, 3.2 and 3.3.</p>
Question 3	<p>The specified location criteria (in a 5 km radius around the embassy) but essentially the parking capacity (25 vehicles) is very restrictive. As a result, rental cost will increase significantly. We would like to suggest an alternative which allows the bidder to separate the parking site in 2 different locations: an office space with a minimum of 10 parking spaces and another secure site out of 5 km radius to park for surplus of vehicles (at least 15 parking spaces).</p> <p>Please confirm if this proposal is acceptable?</p>
Answer 3	<p>Please refer to the Amendment (iii) Section 4 B - SPECIFIC MANDATE OF THE CONSULTANT above.</p>
Question 4	<p>May FSSP Consultant be authorized to provide services to other Canadian firms or organizations in Haiti, which are not funded by the Canadian cooperation?</p>
Answer 4	<p>The contract resulting from this RFP will be signed between the FSSP consultant and DFATD. Under the resulting contract, the Consultant may have to provide services to other Canadian firms or organizations in Haiti if these entities are designated by the DFATD.</p> <p>Furthermore, there is no exclusivity provision built into the resultant contract, precluding the FSS Consultant to sign agreements with other partners to the extent that these agreements do not interfere with the Consultant's obligations under the FSSP contract, including but not limited to the provisions related to conflict of interest.</p>
Question 5	<p>Paragraph 3.3 (P 54) – Transportation Services:</p> <p>At point 1, b), The wording indicates : "vehicle must be a maximum of three years old at Contract signature".</p> <p>We want to know if it would be possible to modify this requirement as follows: "The vehicle must be a maximum of 4 years and have a mileage of less than 50.000 kilometers."</p>
Answer 5	<p>No changes will be made to paragraph 3.3.1.b.</p>

C. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.