

Project Title: Field Support Services project in Senegal (2016-D-000351-1)

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

None.

B. QUESTIONS AND ANSWERS

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| Question 1 | Can you clarify the duration of the project? |
| Answer 1 | As per the "Summary Description" included in page 2 of the RFP, the duration of the Field Support Services Project (FSSP) in Senegal is five (5) years from the date of Contract signature. |
| Question 2 | In the French version of the RFP, for form Tech-1: Acceptance of Terms and Conditions does the term " en lettres moulées " mean " handwritten "? |
| Answer 2 | The term "en lettres moulées" means in handwritten printed characters (not in cursive handwriting). |
| Question 3 | Can the technical and financial proposals to be sent be printed double-sided? |
| Answer 3 | Yes. |
| Question 4 | For the « Irrevocable Standby Letter of Credit (ISLC) », what are the banks or financial institutions established in Senegal approved by DFATD? |
| Answer 4 | <p>In accordance to paragraph 6.5.2 of the Standard Form of Contract, when the « Irrevocable Standby Letter of Credit (ISLC) » is issued by a foreign financial institution, for instance a bank or a financial institution established in Senegal, the ISLC must be confirmed by an Approved Financial Institution.</p> <p>As indicated in Section 1, Instructions to Bidders, Definitions (c) and Section 6, Standard Form of Contract, Definitions (c), an "Approved Financial Institution" means:</p> <p><i>(i) any corporation or institution that is a member of the Canadian Payments Association;</i></p> <p><i>(ii) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;</i></p> <p><i>(iii) a credit union as defined in paragraph 137(6) b) of the Canadian Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.));</i></p> <p><i>(iv) a Canadian corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or</i></p> <p><i>(v) the Canada Post Corporation.</i></p> |
| Question 5 | Can the nominal value of the ISLC be reduced based on the fees, maximum Administrative mark-up costs and Service Costs of the contract disbursements, up to the 5% remaining to be disbursed? This question is asked to in order to estimate the cost of financial expenses incurred with our bank or any other financial institution. |

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| <p>Answer 5</p> | <p>No. As stipulated in Section 1, Instructions to Bidders, paragraph 13.1 and Section 6, Standard Form of Contract, paragraph 6.5.1, ISLC must be issued for an amount representing 5 percent of the total contract value of the Fees, maximum Administrative Mark-up costs and Service Costs.</p> |
| <p>Question 6</p> | <p>In the context of a competitive process or bid solicitation as stipulated in 3.7.1. of the Standard Form of Contract, are the deadlines announced in point 3.9.1. of the contract applicable?</p> |
| <p>Answer 6</p> | <p>No. Clause 3.9.1 of the Standard Form of Contract applies only to the contract signed between the Consultant and DFATD.</p> |
| <p>Question 7</p> | <p>Regarding the work schedule, and taking into consideration that the Senegalese public administration works only 5 days (from Monday to Friday), Can you confirm that:</p> <p>a) The <u>normal</u> working hours of the personnel of the Consultant do not exceed the forty (40) per week, as prescribed par the Senegalese legislation?</p> <p>b) The working schedule will take into consideration the directives of Section 4B concerning the specific mandate of the Consultant, notably point 3.1.1 (III), related to the accessibility and office hours: “The office space must be accessible and operational Monday through Thursday from 7:30 a.m. to 6:00 p.m., and Friday from 7:30 a.m. to 12:30 p.m.”?</p> <p>This question is asked because the Standard Form of Contract:</p> <ul style="list-style-type: none"> • In point 4.2.1., it’s written “The maximum number of hours in 1 person-day to be claimed by the Personnel cannot exceed 7.5 hours”; • And especially in point 6.2.3., it is noted that <i>“The Fees referred to under the para 6.2.2 above will include Fees for the Personnel for the portion of time directly related to the performance of the Services, inclusive of all mark-ups, including paid and time-off benefits, over-head and profit, and are limited to 7.5 hours up to 6 Days per week in the Project Location, unless previously authorized in writing by DFATD”.</i> |
| <p>Answer 7</p> | <p>a) Section 6 describes how the Consultant will be paid at the time of contract. Clause 6.2.3 specifies the maximum number of hours admissible under the resulting contract. This clause does not specify the duration of the normal working week.</p> <p>As indicated in SECTION 4B- SPECIFIC MANDATE OF THE CONTRACT, paragraph 1.0, numeral ii), to implement the FSSP project, the Consultant must <i>“comply with and respect locally applicable laws, regulations and practices, including those for local human resource management and local contracting (for goods and services). The Consultant must also be aware of current and planned local laws and regulations that might affect the FSSP and the Consultant’s ability to function in the Project Location”.</i></p> <p>Therefore, the Consultant remains responsible for ensuring compliance with the locally applicable laws, regulations and practices regulating working hours of the Consultant’s Personnel while respecting the contractual obligation to limit the number of hours in a person-day to 7.5 hours a day and 6 Days per week.</p> <p>b) Accessibility/Office hours requirements as set in the Section 4. Terms of Reference apply to the office space, not to the Consultant’s Personnel.</p> |
| <p>Question 8</p> | <p>In Annex A- Basis of Payment of the Standard Form of Contract:</p> |

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| | <p>a) What does the “level of effort in days” represent?</p> <p>b) Is a contract executed in Senegal by a private firm subject to certain Canadian taxes?</p> <p>c) Are all the costs incurred in Senegal and identified in this basis of payment including taxes?</p> |
| Answer 8 | <p>a) The “level of effort in days” mentioned in Annex A- Basis of Payment of the Standard Form of Contract represents the level of effort fixed by DFATD as identified in Form FIN-1 “Fees”, Section 3, Financial Proposal Standard Forms.</p> <p>b) As stated in Section 6, Standard Form of Contract, paragraph 6.1.6 Applicable Canadian taxes: <i>“Canadian federal government departments and agencies are required to pay Applicable Canadian Taxes. The Applicable Canadian Taxes is not included in the maximum Contract amount specified in the para 6.1.1. The estimated amount of Applicable Canadian Taxes is _____. Applicable Canadian Taxes will be paid by DFATD as provided in para 6.1.9. It is the sole responsibility of the Consultant to charge Applicable Canadian Taxes at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate Canadian tax authorities any amounts of Applicable Canadian Taxes paid or due.”</i></p> <p>In other words, the amount of Canadian taxes will be determined at the time of contract signature.</p> <p>c) In accordance to the provisions of Section 1, Instructions to Bidders, paragraph 10.11, <i>“all other taxes, including but not limited to Local Taxes, must be included by the Bidders in the price”</i>.</p> |
| Question 9 | <p>What are the procedures and the processing times to obtain a Procurement Business Number from the Canada Revenue Agency for a Senegalese firm?</p> <p>How to obtain a Procurement Business Number:</p> <p>To obtain a Procurement Business Number, you must first have a Business Number from the Canada Revenue Agency (CRA), or a tax number on Goods and services/harmonizes sales tax (GST/HST), and the business name (legal name) of your company as registered with CRA.</p> |
| Answer 9 | <p>To obtain a Procurement Business Number (PBN), the Bidder should first obtain a Business Number from the <i>Canada Revenue Agency</i> (CRA) by filling form RC1, available at: http://www.cra-arc.gc.ca/E/pbg/tf/rc1/. 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 PBNs, please contact <i>Public Works and Government Services Canada’s</i> help line (1-800-811-1148).</p> <p>Bidders are not required to have a PBN at the RFP Closing Date. However, obtaining a PBN is a condition of contract award, as stated in Section 1. <i>Instructions to Bidders</i>, paragraph 14.1.</p> <p>The selected Bidder must obtain a PBN before being awarded the Contract. Upon request by DFATD, the Bidder must provide, within the timeframe stated by DFATD, documentation to support compliance.</p> |
| Question 10 | <p>The instructions specified that proposals must be delivered in Ottawa. Do this means that proposals should be submitted physically at the specified address only? Do local bidders have alternative solution (electronic submission or physical</p> |

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| | submission at Canada's Embassy in Dakar)? |
| Answer 10 | <p>In accordance with Section 1. Instructions to Bidders, clause 7.Submission and Receipt of Proposals, sub-clause 7.1 proposals must be delivered to the following address:</p> <p><i>Foreign Affairs, Trade and Development Canada Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario, Canada, K1A 0G2 Attention: Bid Receiving Unit – SGD</i></p> <p>As stated in sub-clause 7.4 “Due to the nature of this RFP, electronic transmission of a Proposal to DFATD by any means, including by electronic mail or facsimile will not be accepted”.</p> <p>Therefore, there is no alternative means to the submission requirement specified in paragraph 7.1.</p> |
| Question 11 | Do you have RACI (responsibility assignment matrix) specifying responsibilities among FSSP, PSU, DFATD and other stakeholders? |
| Answer 11 | Project’s governance structure and management framework, including the roles and responsibilities of key project stakeholders are specified in Section 4. Terms of Reference, SECTION 4A – PROJECT DESCRIPTION, 3.0 PROJECT GOVERNANCE. Please note that PSU is not a stakeholder of the FSSP project. |
| Question 12 | Do you have a list of projects and programs to be financed (name, budget and duration)? If yes could you share it with us? |
| Answer 12 | <p>In the context of a request for proposals, the objective of questions and answers is to clarify certain elements of the RFP so that bidders have all the information needed to prepare a compliant bid.</p> <p>DFATD only answers questions that are directly related to the on-going RFP.</p> <p>This question is not related to the FSSP project.</p> |
| Question 13 | What is the headcount of the DFATD's team located in Embassy of Canada in Dakar and what are the competencies within that team? |
| Answer 13 | See response #12. |
| Question 14 | What structure will review and validate projects documents and reports (AWP, Operating procedures manual and progress and financial reports) to be issued by the FSSP? |
| Answer 14 | As indicated in Section 6. Standard Form of Contract in paragraph 2.4 Acceptance of Deliverable, 2.4.1 “ <i>the Consultant will provide the Technical Authority with the plans and reports detailed in Annex B, Terms of Reference, for approval within the established timeframe.</i> ” |
| Question 15 | Would you give more clarification about the responsibilities of DFATD and FSSP regarding technical specialists to be committed? |
| Answer 15 | As stated in Section 4. Terms of Reference, SECTION 4B – SPECIFIC MANDATE OF THE CONSULTANT, clause 2.2 FSSP Project Management, b. Quality assurance, “ <i>The Consultant is not responsible for the quality of deliverables produced by Technical Specialists. The Consultant’s primary responsibility is to ensure fair and transparent procurement of such specialists and subsequent contract administration.</i> ” |

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| Question 16 | Who bears (Consultant or DFATD) the responsibility for the contracts to be signed within the framework of the project (office rent, engagement with specialists)? |
| Answer 16 | <p>As stated in Section 4. Terms of Reference, SECTION 4B – SPECIFIC MANDATE OF THE CONSULTANT, clause 2.1.3 Procurement services: the FSSP consultant is responsible for “<i>issuing and administering contracts, including issuance of contract amendments and contract termination.</i>”</p> <p>Clause 2.2 FSSP Project Management, b. Quality assurance, “<i>The Consultant is not responsible for the quality of deliverables produced by Technical Specialists. The Consultant’s primary responsibility is to ensure fair and transparent procurement of such specialists and subsequent contract administration.</i>”</p> |
| Question 17 | Who will make the identification of projects to be funded and the implementation partners? Will the budget for financing projects be made available to the FSSP, which will have to justify its use or DFATD will handle the financing of projects on the basis of prior opinion given by FSSP? |
| Answer 17 | <p>As per the Section 4. Terms of Reference, SECTION 4B – SPECIFIC MANDATE OF THE CONSULTANT,</p> <p>1.0 GENERAL SCOPE OF WORK</p> <p>The Consultant will be responsible for the implementation of all aspects of the FSSP. The Consultant must provide administrative, financial, procurement, logistical and support services to local DFATD development initiatives.</p> <p>Specifically, 2.0 SCOPE OF SERVICES, services to be rendered by the FSSP Consultant will include, but are not limited to support DFATD’s local development initiatives (as required).</p> <p>Such initiatives, if any, are unknown at this time. They will be identified by DFATD during the project implementation. At this stage, direct flow of funds through the FSSP is not anticipated.</p> |

C. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.