



Issue Date: 18 December 2024.

Addendum No. 01

GCA-PR-24-615 - Request for Proposals.

Framework Agreement for Public Private Infrastructure Resilience Accelerator Services in Africa.

This addendum addresses and/or clarifies the following:

Questions & Answers:

Question 1: We would like to kindly request an extension of the deadline by 21 calendar days, from January 3rd, 2025 to January 24th, 2025. Given the upcoming holiday season, this extension would greatly assist us in continuing discussions with our main partners and network, ensuring that we can submit a proposal that fully meets the RFP requirements and your expectations?

Response : A deadline extension of 12 calendar days has been approved, setting the new submission date to 15 January 2025. Not later than 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET)

Question 2: What is the required distribution of expertise between Team Lead / Project Manager, Deputy Project Manager and Core Team Members? For instance, would it be fine to have the geospatial tools or financial modelling competencies covered by one of the core team members and not by the team lead himself ?

Response 2: For the distribution of expertise, it is not strictly necessary for the Team Lead/Project Manager to possess all the required competencies individually, such as geospatial tools or financial modelling. These competencies can indeed be covered by other core team members. However, the Team Lead should have sufficient overarching expertise and experience to effectively manage and integrate the specialized contributions from the team, ensuring cohesive and high-quality project delivery.

Question 3: Is the number of references 3 to 5 in total or for each of the 4 bullet points, having a total of up to 20 references?

Response 3: The number of references required is 3 to 5, and this applies to each of the four bullet points mentioned in the RFP. This means that a minimum of 12 and a maximum of 20 references may be submitted in total.

Question 4: For the team scoring (TC.4) only 3 core members will be evaluated or is it possible to add more members to be evaluated as well ? This question arises because on page 30 of the RFP it states "For this proposal, identification and presentation of the project manager, deputy project manager, and three core team members deemed most appropriately qualified for a range of potential projects is requested.", but the table of requirements indicates «a minimum of three team members». Besides, we believe competencies would be wider and more complementary with more members.?



Response 4: For the team scoring (TC.4), the evaluation will focus on the Project Manager, Deputy Project Manager, and a minimum of three core team members, as specified in the RFP. While it is possible to present more than three team members, the scoring will primarily be based on the qualifications and expertise of these key individuals. Including additional team members may strengthen the proposal if their competencies complement the identified core team, but only the specified roles will be directly scored for the team evaluation.

Question 5: Some aspects of the award criteria seem quite subjective. For instance the notions of "state-of-the-art" and "innovative" are uneasy to apprehend. Could you please detail your expectations and the notation criterias? For example, would methodologies commonly used in developed countries but not in Africa be considered as innovative?

Response 5: The award criteria refer to solutions and methodologies that demonstrate advanced technical excellence, creativity, and relevance to the program's goals and context. The evaluation will consider whether the approaches proposed offer clear improvements over conventional methods, either through the introduction of new technologies, processes, or adaptations that enhance effectiveness and sustainability in the target regions. Methodologies commonly used in developed countries but not yet widely applied in Africa could indeed be considered innovative, provided they are contextually adapted to address local challenges such as resource constraints, infrastructure gaps, and socio-economic conditions.

Question 6: In order to be able to respond in the best possible conditions, could it be possible to obtain an extension for the submission due to the holidays?

Response 6: A deadline extension of 12 calendar days has been approved, setting the new submission date to 15 January 2025. Not later than 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET)

Question 7: Could you kindly advise whether a financial proposal or rates for experts are required at this stage

Response 7: A financial proposal or rates for experts is not required at this stage.

Question 8: 1.3.2.1 Purpose and Duration – Page 6 The proposed Framework Agreement shall be valid for an initial period of one (1) year, with possible renewal for an additional period of two (2) years, conditionally.

The RFP indicates "individual work orders will be issued per assignment, on the basis of a firm fixed total price per work order."

Shall there be provision to renegotiate prices in the event of renewal for an additional period?

Response 8: Provisions for renegotiating prices in the event of renewal for an additional period are not explicitly stated in the RFP. Typically, such renegotiation would depend on mutual agreement between the parties involved and should be clarified during contract discussions.

Question 9: 5.2 Selection Criteria; 5.2.3 Technical Standing – Page 13 Documentary Evidence: In the case of a joint venture, should each member present five (5) examples of references for similar assignments?

If the examples of references for similar assignments are more than five (5) shall they be considered for evaluation?



Response 9: In the case of a joint venture, the references for similar assignments can be combined across all members of the consortium and are not required to be provided separately by each member. This allows the joint venture to collectively demonstrate its experience and expertise. The number of references required is 3 to 5, and this applies to each of the four bullet points mentioned in the RFP. This means that a minimum of 12 and a maximum of 20 references may be submitted in total.

Question 10: 5.3 Award criteria – TC 1.1 – Page 14 Would the ' spatial analysis of climate risk' involve the development of localized flood hazard modeling?

Response 10: Yes, the "spatial analysis of climate risk" may involve localized flood hazard modelling, particularly in regions where flood risks are a significant concern. The precise scope would depend on the specific requirements of each work order issued under the framework agreement.

Question 11: Could you please clarify if it is acceptable that the experts are freelancers but they work regularly for the company?

Response 11: Yes, it is acceptable for proposed experts to be freelancers who work regularly for the company, provided they meet the required qualifications and their roles and responsibilities are clearly defined in the proposal. Their inclusion should align with the overall team composition and strengthen the proposal's competitiveness.

Question 12: Should the proposed consortium have references in each of the 8 infrastructure sectors ? And if not, is there a minimum of sectors to cover?

Response 12: The proposed consortium does not need to have references in all infrastructure sectors mentioned in the RFP. However, it is essential to demonstrate experience in the core sectors of transport, logistics, and renewable energy as a priority, as these are explicitly required. Additionally, the consortium must have experience in at least one of the other listed sectors, such as health and education, coastal and marine infrastructure, dams and flood control, urban infrastructure services, agriculture services, or ICT. To enhance the proposal's competitiveness, it would be beneficial to cover a broader range of these sectors, showcasing versatility and depth of expertise. The selection of references should align with these criteria and clearly emphasize the consortium's capabilities in the mandatory and additional sectors.

Question 13: In order to be able to respond in the best possible conditions, due to the holidays, could it be possible to obtain an extension of two weeks for the submission date?

Response 13: A deadline extension of 12 calendar days has been approved, setting the new submission date to 15 January 2025. Not later than 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET)

Question 14: Bidder would like to ask the Client if, in case of Joint Venture, would be possible for the leader to submit a single cover letter for invoice, with attached separate invoices for the members on the JV and Client could pay the separate invoices directly on each member's account?

Response 14: No, this is not possible. Payments are typically made to the JV leader as per the contract, who is responsible for distributing funds to members. Direct payments to individual members would complicate administration and risk non-compliance with the agreed terms.

Question 15: Bidder would like to ask if it would be possible for different selected providers under the frame agreement to temporary join for the bidding, and execution, of specific sub-RFQs during the durations of the Frame Agreement.



Response 15: Collaboration within the FWA will be determined by the number of winning FWA holders to ensure that competition remains under the FWA. Additionally, bidders are not obligated to respond to every sub-RFP and may choose to participate only in those they feel confident they can deliver.

Question 16: Considering the festivity period bidder is seeking for an extension on RFQ due date up the end of January 2025

Response 16: A deadline extension of 12 calendar days has been approved, setting the new submission date to 15 January 2025. Not later than 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET)

Question 17: With reference to paragraph "5.2.3 Technical Standing", bidder would like to ask whether three to five projects can be submitted for each of the required categories ("5.3 Award Criteria") or whether only a maximum of five projects must be submitted

Response 17: The number of references required is 3 to 5, and this applies to each of the four bullet points mentioned in the RFP. This means that a minimum of 12 and a maximum of 20 references may be submitted in total.

Question 18: Bidder would like to confirm whether the maximum 20 pages for the technical proposal includes the documentary evidence of the references, or if these evidences can be added as an annex.

Response 18: The maximum of 20 pages for the technical proposal does not include the documentary evidence of the references. This evidence can be added as an annex, provided they are clearly referenced and aligned with the proposal content.

Framework Agreement Template Related Questions

Question 19

Article 5.3 of the Framework agreement : would it be possible to amend the clause and to include a possibility of an adjustment of price according to a formula agreed between the Parties in the event the duration of a Work Order lasts more than one year?

Response 19: Proposed amendment not agreed. If a Work Order exceeds its intended duration (e.g. 1 year) then an amended work order reflecting the change in fee will be agreed at that time.

Question 20

Article 9.1 of the Framework agreement: Could you please confirm if the Contractor will be only under an obligation of "reasonable skill and care", which is standard for services contracts, and not under the obligation of "fitness for purpose". Would it be possible to change the following provisions of the contract that create confusions as to the standard of performance expected from the Contractor : *"Any activity and deliverables provided by the Contractor shall be suitable for their intended purpose"*?

Response 20: Not agreed. The clause adequately covers both aspects.

Question 21

Article 9.7 of the Framework agreement : Would it be possible to amend the clause so that the penalties will be the sole and exclusive remedy for late delivery. Would it be possible to specify that the penalties applicable to the Contractor will be encompassed within the liability cap of 100% of each Work Order foreseen in article 15.1 of the Framework Agreement?



Response 21: Not agreed. The clause adequately covers both aspects.

Question 22

Article 27.2 of the Framework agreement : Would it be possible to specify in this clause that the indemnification of the Contractor will be limited to the liability cap of 100% of each Work Order foreseen in article 15.1 of the Framework Agreement? Would it be possible to delete the following provisions that refer to the article of Dutch legislation that foreign contractors are not familiar with : *“Contractor waives any entitlement pursuant to article 7:658 sub 4 BW Dutch of laws”*?

Response 22: Not agreed, it is sufficiently clear as drafted. The contract is subject to Dutch law (ref. cl 32.1)

Question 23: Clause 9.1

We kindly suggest to remove the following wording “Any activity and deliverables provided by the Contractor shall be suitable for their intended purpose.” The industry standard of a professional engineer/consultant is to carry out its services with ‘reasonable skill and care’. The test is that of the ordinary skilled and competent practitioner in the relevant profession. (Implied) fitness for purpose obligations and/or absolute and strict obligations are uninsurable and expose us to enormous (uncontrolled) risks. In order to protect our legitimate business, we can only accept the insured industry standard of reasonable skill and care.

Please also see the explanation in the Foreword of the FIDIC whitebook: It is well known in the industry that Consultant’s cover their liability under contract by taking out professional indemnity insurance. The Task Group, and the FIDIC CC, is satisfied that professional indemnity insurance policies do not cover liability for defective or inadequate services without evidence of fault or breach on the part of the Consultant. Such insurance only covers liability where there is a failure on the part of the Consultant to use reasonable skill and care to be expected from an experienced consultant.

The Task Group also examined whether the normal obligation placed on Consultants to use reasonable skill and care in delivering the services was an industry standard. The Task Group examined over 20 standard forms of appointment for consultants worldwide and noted that none of these forms of appointment required professional services to be fit for purpose or imposed strict liability for defects. The standard, whether expressed or implied, was reasonable skill and care. Accordingly, the Task Group determined that it was not a fair or reasonable balance of risk to make the Consultant strictly liable for the outcome of the professional services in situations where there was no evidence of fault or breach on its behalf.

Response 23: Agreed.

Question 24: Clause 10.5

Please confirm that we are entitled to keep one copy of the information for its record purposes, to keep evidence that we have performed our obligations under this Agreement and for the purpose of defending ourselves against any claims arising in connection with this Agreement.

Response 24: As required by law, yes.

Question 25: Clause 11.

We would like to retain all (entitlements to) intellectual property rights (in this case mainly copyrights) in relation to the results of our work. We cannot and do not want to transfer future intellectual property rights because the results are the product of years of accumulated knowledge and experience of our staff in which we have invested as a company. It is also not in the interest of the client to demand this of the consultant, because this could prevent consultants from providing innovative solutions. However,



we are willing to provide a non-exclusive and non-transferable user license for the project. Could you please confirm that we may alter the clause accordingly after award?

Response 25: Not agreed, this clause is drafted to comply with Donor requirements.

All other requirements regarding the Request for Proposal remain the same.