**Technical Assistance to Implement the ROBBIKI LEATHER CITY-RLC- Relocation Project - T.A.I./RLC – Cairo - Egypt**

**N. TAI/RLC/TA02.2023-02 CIG: 9952738B36**

**CLARIFICATIONS**

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| **QUESTION** | **ANSWER** |
| **Q1.** Is the Financial Identification Form to be produced only by the lead partner? | **A1.** Yes, only Lead Partner.  |
| **Q2.** For the Tender submission form, point e) requests a Duly Authorized signature, an official document confirming that the person signing on behalf of the company/joint venture/consortium is authorized to do so. Does this refer to the power of representation of PIN, Assomac, and POTECO (by attaching their respective chamber certificates with signing powers), or does it refer to a mandate of representation by the legal representative of PIN on behalf of the other two participants? In that case, should a similar document be prepared and signed? | **A2**. In compliance with the Instructions for Tenderers, Section 4.1, (1), (e) Duly authorised signature “*an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so*”. If the tenderer is a consortium, this means that:* All the consortium members (leader and partners) are required to submit a suitable official document proving that the person that is signing for the company is duly authorised to do so;

and* The consortium partners are also required to submit a suitable document proving that the consortium leader is formally empowered to represent them in connection with the tender procedure.
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| **Q3.** Regarding the documents NOT to be sent (point 5 of the Technical offer), it requests for EACH PARTNER a document that attests, according to Italian law, that they exist and are not subject to any of the exclusion conditions in section 2.6.10.1 of the PRAG. Which documents are being referred to? Pending charges? DURC? | **A3**. Information on documents to be provided are included in the Declaration on honour on exclusion criteria and selection criteria. In particular, the , section VI – Evidence on Request stipulates that the person making the Declaration, at the request of the Contracting Authority: “*must provide information on* ***natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners*** *and appropriate evidence that none of those persons are in one of the exclusion situations referred to in (1) (c) to (f).* *It must also provide the* ***following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:**** *For situations described in (1): (a), (c), (d), (f), (g) and (h), production* ***of a recent extract from the judicial record*** *is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied”.*
* *For the situation described in point (1) (a), (b), production of* ***recent certificates issued by the competent authorities*** *of the country of establishment. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.”*

**In Italy, for situations described in (1): (a), (c), (d), (f), (g) and (h) acceptable evidence may be a Certificate from the Judicial Records Register (Certificato del Casellario Giudiziale) or documents of equivalent value. For the situation described in point (1) (a), (b), acceptable evidence may be the “Documento Unico di Regolarita’ Fiscale - DURF” issued by the Tax Authority and “Documento Unico di Regolarita’ Contributiva - DURC” or documents of equivalent value.** |
| **Q4**. Financial reports and expenditure verification reports: art. 7.2-Point 4 of Annex II mentions "relevant invoices" and "supporting documents." What type of documentation is required as evidence of the incurred expenses? | **A4.** Evidence of the incurred expenditures is any document attesting that:(a) the experts employed by the contractor for the contract have been working as evidenced on the contract for the number of days claimed in the contractor's invoices and in the financial reporting spreadsheet submitted with the interim progress / final reports; and (b) the amounts claimed as incidental expenditure have actually and necessarily been incurred by the contractor in accordance with the requirements of the terms of reference of the contract.**It should however be noted that this provision refers to the supporting documents to be attached to the Interim and Final Financial Reports by the contracted service provider during the Service Contract implementation and does not refer to the tendering phase.** |
| **Q5.** Using the per diem rates indicated on the Europeaid website referenced in the call, and assuming an average cost of round-trip flights from Italy to Egypt is €450, the organization of the study visits required in the ToR alone amounts to €228,418, while the maximum provision for incidental expenditure is indicated as €203,920. Should we lower per diem rates to be used? Flights costs are very uncertain and may vary largely, and given the number of trips requested to Italy and needed for Egypt, this seems to be quite a relevant uncertainty. | **A5.** As stated in the Terms of Reference, section 6.5: “*Any subsistence allowances to be paid for missions undertaken as part of this contract must not exceed the per diem rates published on the website* <http://ec.europa.eu/europeaid/funding/about-calls-tender/procedures-and-practical-guide-prag/diems_en>”. Therefore, the diem rates indicated on the Europeaid website must be considered a maximum amount, and a lower per diem can be applied during the service contract implementation. |
| **Q6.** Do the flights/travel expenses of KE/NKE in Egypt always fall within the same amount of €203,920? | **A6.** For KEs and NKEs, incidentals cover only “travel costs and subsistence allowances for missions outside the normal places of posting, undertaken as part of this contract”. The normal places of posting for this Contract are Egypt (in Cairo and in RLC at Badr City) & Italy., as indicated in section 5.1.  |
| **Q7.** TASK B.1 - Only a Lump sum is the eligible expenditure? Shouldn't the WD of KE/NKE be included? Does the indication on page 17 regarding Minimum WD for B1 and B2 (289) apply only to B2?TASK E.1 - Same question as for B.1. We ask because in all other tasks, payment of both key experts and non-key experts is explicitly provided. | **A7.** All costs incurred when implementing the Task B.1 and the Task E1 will be eligible as lump sum. For activity B, the minimum number of 289 WD refers to Task B1 and Task B2. To be noted that, in the financial offer:* the cost related to working days allocated to task B2 will be included in section 1 – Fees, and
* the, the cost related to working days allocated to task B1 will be included in section 6 – Lump Sum.

The planned number of KE and NKE WD for tasks B1 and E1 shall be indicated in the technical offer. |
| **Q8.** Should any sub-contractors be identified before submitting the offer, or can they be indicated later? In particular, should all non-key experts also be specified (Name and Surname)? Point 3, par. II of annex III states, "A description of any subcontracting arrangements – including sub-contracting only aiming at making available key and non-key experts - and sub-contracting with capacity providers (if such were identified during the shortlisting stage)." With the underlined clarification, does this mean that subsequent identification of subcontractors is also allowed? | **A8.** As recalled in the question Q8, the Annex III – Organization and methodology requires to describe the sub-contracting arrangements and the tasks that will entrusted to sub-contractors. At the same time, the Instructions for Tenderers, section 3, point (h) stipulate that: “*If the identity of the intended subcontractor is already known at the time of submitting the tender, the tenderer must furnish a statement guaranteeing the eligibility of the subcontractor*”. Therefore, the tenderers:* are required to indicate in the bid which tasks they intend to subcontract, if any;
* are required to present in the bid the information sub-contracting arrangements that they have at the moment of tender submission;

but* can identify sub-contractors also after submitting the tender.

For what concerns the Key Experts and Non-Key Experts, it is reminded that Instructions to tenderers, Section 3, point (j) stipulate that “*for the avoidance of doubt, where the experts are not directly employed or contracted by the tenderer/contractor but through a third party, the latter is a sub-contractor*.”. As stated by Annex II – Terms of Reference, Section 6.1.2 – Non-Key-Experts “*In the Organization and Methodology the tenderer is required to identify the Non-Key Experts’ profiles. CVs for non-key experts should not be submitted in the tender* (and are not subject to evaluation by the evaluation committee)”. Names associated to each NKE profile can be indicated but are not requested. |
| **Q9.** Point 6.1.2. of annex II: Must non-key experts be identified through a public procurement procedure applying the PRAG rules (if the contract value is less than or equal to €2,500, no tender procedure is required, otherwise it is), or can they be nominated autonomously by the bidders? | **A9.** In compliance with theAnnex II – Terms of Reference, Section 6.1.2 – Non-Key-Experts “the *tenderer will have to demonstrate in their offer that it has access to experts with the required profiles”.* During service contract implementation, theContractor will be required to select the Non-Key Experts through transparent selection procedures aimed at assessing their CV “*based on pre-defined criteria, including professional qualifications, absence of conflicts of interest, language skills and work experience*”. The findings of the selection panel will be recorded to ensure transparency. The experts are selected by the tenderer/contractor but are subject to approval by the Contracting Authority before the start of their implementation of tasks. |
| **Q10.** Task D.1 provides that a portion of the training will take place in Italy, "for approximately 30 days per trainee per year." If so, 30 days X 12 individuals = 360 days in Italy for one cycle, and for two cycles, a total of 720 days in Italy. This is not sustainable within the available budget (see question 1 above). Therefore, out of the "approximately 30 days," how many days should actually be held in Italy (10, 15, 20)? | **A10.** In compliance with the Terms of Reference, section 4.2, for Task D1 “*a part of the training will be held in Italy – corresponding to a stay in Italy of indicatively 30 days per trainee per year*”. The detailed training agenda will be defined during Contract implementation. It is reminded that, as explained under A5., the Europeaid per diems are maximum amounts and lower per diems can be applied. |
| **Q11.** Task D.1 states that "the full cycle will be delivered twice." Does this mean that each of the 12 individuals will repeat the same course twice (i.e., the same subject), or can different subjects/courses be offered to the students? | **A11.** It could be different subjects/courses to be offered to the local experts according to the development of the training process of the first year. Certainly, some topics/courses could be explored in greater depth depending on the feedback from the first year's training. |
| **Q12.** In the description of task D.3, it seems that the key expert must "manage" and "organize" a first seminar on operational procedures and the development of the technology centre. Similarly, the key expert must "conduct" a second seminar on the start of the technology centre using the procedures defined in the previous tasks. The question pertains to the possibility or not of carrying out this task not only through the key expert's activities but also through those of the non-key expert. In this regard, the "eligible expenditure accepted for the task D.3" seems to allow expenses for non-key experts as well. | **A12.** In compliance with the Terms of Reference, section 4.2, for Task D3 two six-day seminars will be organized that will “managed” / “conducted” by the Key Expert. The KE management role does not exclude the participation of NKEs, that can contribute to organization and delivery of the seminars under the KE supervision. |
| **Q13.** With reference to annex V, it should be clarified what the requirements are for establishing the difference (and whether such differentiation is relevant) between "senior expert," "junior expert," and "other expert." Moreover, should the subcategories of key experts be considered "non-key experts"? | **A13.** The difference between the categories of experts refers to the minimum required professional experience and, consequently, to the corresponding daily fee. A Junior Expert is an expert with at least 3 years’ professional experience connected to the type of task(s) to be performed under the assignment. For a Senior Expert more years of experience are required as minimum qualification. The category ‘Other experts’ is optional.Key Experts and Non-Key Experts are two different typologies of experts. As requested by the Terms of Reference, section 6.1.1 – Key Experts, *“The tenderer shall submit CVs and statements of exclusivity and availability for the following experts:** *Key expert nº 1: Team Leader, Expert of Environmental Management in the Tanning Sector (...)*
* *Key expert n°2: Expert of Technological Centres of Tanning Entrepreneurship, Training, Research Laboratories and Quality Control (...)*
* *Key expert n°3: Sector Expert (...)”.*

All the other experts under this tender will be Non-Key Experts.  |
| **Q14.** At point 2.3 of annex II, the outputs related to Outcome 1 are specified. Item 6 of these outputs states that "Common facilities and services are properly functioning and their performance is improved." Keeping this in mind, to what extent must the proper functioning of "common facilities" be guaranteed, and to what extent should their performance be improved? As a contractor, we cannot guarantee the correct functioning of the common facilities. Conversely, it is possible to provide tools for the CID to monitor performance in the future. | **A14.** The Output 6 "Common facilities and services are properly functioning and their performance is improved” is linked to the planned activities under Component 1, which include the RLC common facilities staff selection, evaluation and training and prepare environmental management plans for RLC common facilities, as explained in the Terms of Reference, pages 15-17. It is expected, and likely, that such activities will positively affect the proper functioning of the common facilities, and put the bases for a better performance in service provision. in the Organization & Methodology the tenderers are required to propose“ a set of objectively verifiable indicators and sources of verification for each of the components that will be finalized in the Inception Report” and then be used for Project monitoring and evaluation.  |