Embassy of Sweden, Tirana

Questions and clarifications to tender dossier UM 2021/ UM 2021/06538

Institutional Capacity Building of the Water Resources Management Agency

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| # | Question | Clarification |
| 1 | In case of discrepancies/differences between the Procurement Document and the Terms of Reference, which document prevails? | The Procurement Document has precedence over the Terms of Reference in case of any discrepancy/difference between the two. |
| 2 | Regarding tender proposal, are there specifications for font and maximum number of pages? | No. |
| 3 | In the TOR, section 6.5 Reimbursable expenditures, page 21, first paragraph after hyphen bullet list, second sentence, says: “…The provision for reimbursable expenditures for this contract is EUR 223,000. This amount must be included unchanged in the Budget breakdown”. While the Procurement Document, section 6.1 Fees and costs, indicates: “Reimbursable expenses shall be specified separately with the exact sum of 2,550,000 SEK”. We assume that the amount to be used is the sum specified in SEK, please confirm if this is correct. | Yes, it is correct that the sum shall be specified in SEK (see also below). |
| 4 | In the TOR, section 4.3 Project Management, last paragraph under sub-heading Management Structure (page 16), it says: “…In addition, the Consultant is expected to identify the existing management structure of government bodies involved in vehicle inspections, speed management system and road safety engineering and awareness and education program, and advice on creation of working groups”. Please clarify if this sentence/issue is part of the scope of the assignment. | It is clarified that that this sentence/issue is not part of the scope of the current assignment. |
| 5 | On page 21 of the ToR’s it is mentioned that there are Lump Sums as well as 36,000 EUROS foreseen for this contract although the Procurement document is silent on this. Shall we include in our budget the lumps sums and the expenditure verification unchanged? | The fixed sum of 2,550,000 SEK for reimbursable expenses and the fixed sum of 412,000 SEK for expenditure verification shall be included unchanged in the budget. |
| 6 | In the procurement document section 1.6. “Volumes” it states that the estimated volume is approximately 19 700 000 SEK, excl. VAT, (approximately 1 940 000€). Please clarify what the financial ceiling is for this project offer (ie the total allowed amount to budget in the fi8nancial proposal). | The sum of 19 700 000 SEK is the financial ceiling for the project offer. |
| 7 | The procurement documents do not include a template for the financial offer. Please clarify if this is an omission. | Any template that specifies the total sum of the financial offer; the total fee costs along with breakdown as specified under 6.1 in the Procurement Document; the fixed sums for reimbursable expenses and expenditure verification (see # 5 above); and Lump Sums for activities 3.2 and 3.3 will do. |
| 8 | With regards to the financial proposal, in the procurement documents there are two different instructions in different currencies: one in the terms of reference (in EUR); and one in the procurement document (in SEK). In the procurement document section 6.1 “Fees and costs”, it states that the “total cost of the assignment shall be specified in the tender (fees and reimbursable expenses). Fees shall be specified as fee/day for each personnel category. Reimbursable expenses shall be specified separately with the exact sum of 2,550,000 SEK. Other expenses shall be included in the fee. Travel expenses and other reimbursable expenses are to be reimbursed in accordance with appendix 3. The per diem rate for Albania for the year 2021 is 240 SEK ”, whereas in the terms of reference it state that the reimbursables budget should remain fixed at 230,000 EUR and that the breakdown should include only the two foreseen lump sums and the provision for expenditure verification of EUR 36,000. Please clarify which instruction and currency we should apply to the reimbursables budget and how the reimbursables budget should be broken down. | See # 5 and # 7 above. Please note that the fixed sums for reimbursable expenses and expenditure verification do not need to be broken down. |
| 9 | We understand that this offer is a retendering process and that this is now being procured through the Sida/the Swedish Embassy in Albania. In the previous EU procurement there was a prequalification step whereby interested tenderers presented qualifying company references (‘technical capacity of the tender’) and only those shortlisted were then invited to tender. In the previous procurement the requirement was that “The candidate has provided technical assistance services under at least (1) one contract/project with a budget of at least EUR 1,000,000 in the fields of water resource management and capacity building in public administration. During the last five years up to the submission deadline.” We note that in this procurement there are no reference requirements for qualification that are specified in the procurement documents. Please clarify if this is an omission and if so, kindly specify what the qualifying company references are. | No company qualification reference is required for this procurement. |
| 10 | We understand that this offer is a retendering process and that this is now being procured through the Sida/the Swedish Embassy in Albania. The previous procurement followed EU procedure and the project contract would follow EU standard conditions. Do we understand correctly that this procurement and the implementation that will follow, will follow Sida procurement rules and contracting conditions only? | The procurement and implementation of this project follow the Swedish Public Procurement Act and the Sida’s General Conditions for Framework Agreements and Contracts. |
| 11 | The given deadline of 30 days seems to be rather short for preparation of full technical proposal with 4 key experts. We would like to enquire if you could consider extending the deadline? | No, the tender submission period cannot be extended. |
| 12 | There is a difference in experts qualifications and competences between the Procurement Document AMBU and Appendix 1 Terms of Reference. Can you please clarify which of the two is prevailing? | The Procurement Document has precedence over the Terms of Reference in case of any discrepancy/difference between the two. |
| 13 | According to the information available on the webpage of Central Finance and Contracting Unit in Albania (<https://cfcu.financa.gov.al/en/sida-2/>), the implementation deadline for this project “Institutional Capacity Building of the Water Resources Management (AMBU)” expires on July 2022. We would like to enquire if this refers to the duration of the project once implementation starts, or it refers to the deadline by when the contract has to be signed? | The information provided on that link is not relevant to the current procurement. |
| 14 | Shall we submit separately the technical and financial proposal? If so, should we submit the technical and financial proposal in one single e-mail or in two separate e-mails? Is there any requirements for the technical and / or financial proposal documents submission (e.g. password saved files shall be submitted)? | The technical and financial proposals shall be different documents, but they can be submitted in the same e-mail message. There is no requirement for password protection of the files. Please see also #16 below. |
| 15 | The Procurement Document on page 12. says that "The tender shall include the CVs of each of the proposed team members (including the project leader)." Could you please clarify whether the project leader is meant to be the Team Leader (Key Expert 1) or the Project Manager of the Consultant meaning that besides the four key expert CVs the CV of the proposed Project Manager shall also needs to be submitted? | CVs shall be submitted only for the four Key Experts. |
| 16 | Please  inform us about the  max PDF size allowed per each file, namely: TECHNICAL AND FINANCIAL OFFER.  Should each file exceed the size, is it possible to share in multiple e-mails? | The maximum size of documents to be sent as e-mail is 25MB. Should the size be larger than that, it is preferred that the documents are submitted through a file-sharing site such as WeTransfer or similar. |
| 17 | 3. Requirements for tenderers  3.1. Self-declaration by tenderers  Quote  The tenderer shall respond to all requirements in Appendix 4, “Self-Declaration by tenderers”.  Please note that should the tenderer choose to reuse the ESPD document, the tenderer is obliged to ensure that all requirements in Appendix 4 – Self declaration by tenderers are verified in the ESPD document. The tenderer is advised to have all requested documentation at hand, as it shall  be able to provide the information mentioned in section 3.3 “Qualification of tenderers” without delay.  Unquote  To the purpose of participation to the tender, we understand that we have to fill the self declaration by the tenderer- Appendix 4 and that according to further section 3.3. the Embassy may request information or evidence to verify fulfilment of the requirements set forth in the section“Requirements for tenderers” and the information submitted in Appendix 4 “Self-Declaration by tenderers”.  As we did not fill the ESPD on our supplier page, [Kommers Annons eLite](https://www.kommersannons.se/eLite/Supplier/SupplierStart.aspx), pls confirm us that it is not compulsory to the participation of this tender. | It is not compulsory. |
| 18 | Even if not requested, please inform us if we may add the proof attesting the PoA on behalf of the authorized signatory. | This is not required. |
| 19 | Appendix 4, the first page,  shall be printed on company letterhead or not? | Printing on company letterhead is not required. |
|  | Section 4.3 of the TOR state that “The responsibility for approving reports, minutes, Consultant invoices, addenda to the contract and any other issue related to the contract lies with AMBU, based on recommendations provided by the Steering Committee where appropriate”. We would expect that some of the listed responsibilities (including approval of invoices and contract addenda) would lie with the Contracting Authority (Embassy of Sweden in Tirana). Could you please clarify? | The Embassy has the final responsibility for approval of invoices and contract addenda. The exact distribution of tasks and responsibilities will be agreed during project inception, based on a draft POM. |
|  | Section 4.3 of the TOR state that “The Consultants work outputs shall be made available for comment and agreement by AMBU, before the Consultant’s next stage progression of the work plan.” To ensure swift implementation of the project, could you please confirm that a reasonable response time (e.g. 2 weeks) can be expected? | It is confirmed that there shall be an agreement on reasonable response time, and the proposal of 2 weeks is accepted by AMBU. |
|  | The semi-annual payment modality inclusive of expenditure verification etc. means that the average working capital days amounts to almost half a year impacting the cashflow heavily. Therefore it seems reasonable to include an advance payment (against a guarantee). Is it possible? | The Embassy will consider this proposal. |
|  | Please confirm that since a successful foreign Supplier according to the tender documents must issue invoices to the Swedish Embassy having its address in Tirana but under its Swedish Organization Number (202100-4789) and Swedish VAT Number (SE 202100478901), the Swedish Embassy in Tirana is not obliged to deduct withholding taxes in Albania when making payments to the successful foreign Supplier. | It is confirmed that the Embassy is not obliged to deduct withholding taxes in Albania when making payments to the successful foreign supplier. The reduction of liabilities will be handled according to the bilateral agreement between the two countries. |