

**TENDERERS' REQUESTS FOR CLARIFICATIONS TO THE SERVICE TENDER DOSSIER AND RESPONSES OF THE CONTRACTING AUTHORITY No.1**

Contract Title: **“Technical Assistance for the Operating Structure to Prepare and Strengthen Programming for the Period 2014-2020”**

Publication Ref.: **EuropeAid/136914/IH/SER/TR**

**Question 1:**

Is it possible to request an extension of the deadline for submission of the proposals as the proposal preparation period includes the Christmas and New Year period which is a very difficult period in terms of staff availability for consultants based in Western Europe?

**Answer 1:**

The deadline for submission of tenders remains as defined in Clause 8 of Part A, Instructions to Tenderers.

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**Question 2:**

Can you provide clarity on the number of man-days required for the Key Experts listed in the terms of reference?

**Question 3:**

Can you provide clarity on the percentage of time to be spent in Ankara (at the Ministry) by Key Experts? Can Key Experts spend a proportion of their work days in other locations (for example: home base, consultant office)?

**Question 4:**

*“Terms of Reference, P19, P20 and P21-6.1”*

Unlike usual practices for fee-based contract, no indication of men-days input is given for key and nonkey experts. Is it up to the Consultant to make his own assessment and propose its own estimate per position and category of non-key expert?

**Question 5:**

Considering that this estimate could significantly affect not only the evaluation process (both technical and financial) but also the scope of services to be provided by selected consultant, we would suggest, as per usual practices on fee-based contracts, to set a minimum number of days for each key expert and also a minimum volume of men days for non-key experts.

**Answer 2 to 5:**

It is up to the bidder to make its own assessment and propose its own estimate per position and category of experts which should also be elaborated in detail within the organization and methodology.

Within the range of 20% of total working man-days, upon to the prior approval from the Contracting Authority, part of the services can be provided home-based by the experts.

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**Question 6:**

ANNEX A of the TOR (page 29/31), Action 1, 1.1. “Improving and modernising Railway infrastructure”: several railway projects are mentioned (“Construction of the Halkali-Kapikule Railway line”, “Modernisation of the Malatya-Narli Railway Line”, “Modernisation of the Alayunt-Afyon-Konya Railway Line”). Could you please confirm that by implementing the current project (EuropeAid/136914/IH/SER/TR) the Consultant will not incur a Conflict of Interest that may forbid his participation in services contracts related to the subject railway projects (particularly for the Construction Supervision services contracts)?

**Question 7:**

As part of potential conflict of interest arising from the involvement in preparing ToR, would these potential conflict of interests affect all members of a consortium? Could this affect also subcontractors eventually proposed by the Contractor?

**Answer 6 and 7:**

The awarded bidder (including all members of the consortium if it is a consortium) cannot take place as a tenderer in any project that has been prepared within the scope of this project.

It also affects subcontractors as long as they are involved in situations leading to conflict of interest.

Additionally please refer to Section 4.2 of Part B, Terms of Reference and Article 9 of Part B Annex I: General Conditions of Contract.

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**Question 8:**

In the ToR, page 16, under the heading of “Stage II (works)”, it is stated that there are three alternative scenarios for the development of works contracts. However, only Alternative A and B are provided in the following paragraphs. Could you please clarify whether there is also an Alternative C or whether there are only two scenarios (Alternatives A and B)?

**Question 9:**

*“Terms of Reference, P16 -Stage II (Works)”*

ToR refers to "three alternative scenarios", but only Alternative A and Alternative B are defined. Either the word "three" should be replaced by "two" or there is some text missing in respect of Alternative C. Can you please clarify?

**Answer 8 and 9:**

Please refer to the Changes to Tender Dossier No:1.

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**Question 10:**

In the ToR, page 11, under “Activity 1.3. Delivery of Training”, expected number of participants to attend each training is stated as an average of 20. Considering the targeted training modules to be organised as 25 according to the ToR, page 27, “Section 8.1. Definition of indicators”, the number of participants to receive training are calculated as 500 in total. Could you please clarify the discrepancy in the total number of participants estimated at 350 participants in the ToR, page 27, “Section 8.1. Definition of indicators”?

**Answer 10:**

Please refer to the Changes to Tender Dossier No:1.

As stipulated in the Terms of Reference, the number of participants is indicative. Moreover, the number of participants for each module would not be same; it might differ in accordance with the subject of the training. For instance, the training on “General framework of IPA operations (transport sector related)” would have a higher number of participant than the training on “Preparation of tender documents”, which is a more specified subject.

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**Question 11:**

In the Instructions to Tenderers document, page 6, it is stated that “this contract is, as a rule, exempt from all taxes and duties...”, with additional information is provided in Annex VI. Can you confirm that should the contract be awarded to a consortium whose leader does not have a permanent establishment or fixed base in Turkey, the contractor will not be subject to any taxes, including withholding tax?

**Question 12:**

*“P6, 4.2 - Exemption of taxes”*

It is mentioned that contract is exempt from a certain number of axes including taxes. Does this apply to all members of the consortium or only to the leading company?

**Question 13:**

*“Taxes and customs arrangements”*

It is mentioned that "natural persons not nationals and not residents .... shall not be subject to income tax in Turkey for the incomes generated by this type of contract" Does that mean that:

- an expert with Turkish nationality but not resident could be subject to income tax?
- a long term expert (but not Turkish national), who would need a work permit, would be considered as Turkish resident and therefore become subject to income tax in Turkey?

**Question 14:**

*“Taxes and customs arrangements”*

It is also mentioned that "legal persons which do not have a permanent establishment in Turkey are subject to the same provision" (exemption of income tax). We understand that only companies with permanent establishment are therefore subject to income/profit taxes in Turkey. Can you confirm?

**Question 15:**

*“Taxes and customs arrangements”*

We understand that same rule apply for other taxes such VAT, special communication tax, motor and vehicle tax. Can you confirm?

**Answer 11 to 15:**

According to the first paragraph of the Article 26 under the title of “Rules concerning the taxes, customs and import taxes and duties and/or other taxes with an equivalent effect hereto” of Framework Agreement of Turkey-EU Instrument for Pre-accession Assistance (IPA), “the taxes, customs and import taxes and duties and/or other taxes with an equivalent effect hereto shall not be financed under the Instrument for Pre-accession Assistance unless stipulated otherwise in a sectoral agreement and

financing agreement. This exemption covers also the co-financing provided by the Republic of Turkey”.

Please refer to IPA Framework Agreement for further information. The exemption and implementation rules specified in the first paragraph of Article 26 of IPA Framework Agreement are elaborated in General Communiqué for IPA Framework Agreement No:1 issued by Revenue Administration (Official Gazette:8.5.2009-27222).

The Contract is as a rule exempt from all taxes and duties including Value Added Tax (VAT) and Special Consumption Tax (SCT), Motor Vehicle Tax, Special Communication Tax, and/or taxes of equivalent effect, stamp or registration duties or any other charge having equivalent effect pursuant to the provisions of Framework Agreement.

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**Question 16:**

According to the ToR, on page 20, under Section 6.1.1 Key Experts, Key Expert 2: Project Development Expert, it is mentioned under the “Qualifications and Skills” that the experts should possess “A University degree in business administration, economics, engineering, social sciences, law or natural sciences. In the absence of the university degree in these fields, a minimum of 14 years of general professional experience in one of these fields”.

Could you kindly advise whether an expert possessing more than 14 years of general professional experience in one of the fields required (business administration, economics, engineering, social sciences, law or natural sciences) but holding a College Diploma and not a University Degree is accepted for the position of Key Expert 2: Project Development Expert?

**Answer 16:**

This is at the discretion of the evaluation committee. The Contracting Authority is not in a position to make an assessment.

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**Question 17:**

*“General conditions, P12-16.3”*

It is indicated that "those working on the contract shall reside close to their normal place of posting". Can you confirm that the normal place of posting is Ankara?

**Answer 17:**

Please refer to paragraph 5.1 of Part B, Annex II, Terms of Reference.

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**Question 18:**

As per most fee-based contracts, shall we understand that all men-days of key experts and non-key experts must be in such place of posting, except for missions outside the normal place of posting, approved by the contracting authority (such as study tours)?

If not (in case time at home office is allowed), shall Consultant indicate in the technical proposal – timetable of activities - the distribution of men-days on site and at home office?

**Answer 18:**

Please refer to Answer 2 to 5. Contractor should prepare the technical proposal in line with Part B, Annex III: Organisation & Methodology.

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**Question 19:**

Whenever part of services for key and non-key experts is to be carried outside the partner country, can the location be at home-office?

**Answer 19:**

Please refer to the Changes to Tender Dossier No:1.

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**Question 20:**

*“General conditions, P15-21 and 22.3”*

We understand that official bank holidays within the partner country shall not be working days and, as such, are not billable. In case the expert can demonstrate that he has been working, is this billable as a working day?

**Answer 20:**

Please refer to Part B, General Conditions, Article 21 and Article 22.3. The expert working days are subject to approval of the Contracting Authority.

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**Question 21:**

Can you confirm that the following documents are to be provided to justify expert(s) working days and corresponding invoices:

- Timesheet
- Copies of plane tickets
- Boarding card

**Answer 21:**

Yes, it is confirmed that timesheet, copies of plane tickets, boarding card need to be provided to justify expert(s) working days and corresponding invoices. Please also note that all other necessary documents must be provided by the Contractor according to the type of expenditure.

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**Question 22:**

*“General conditions, P15-24.2”*

We understand that time spent when travelling to reach place of posting is not billable for both key and non-key experts unless the number of working hours during the whole day is over 50% of 7 hours. Can you confirm?

**Answer 22:**

Please refer to Part B, General Conditions, Article 24.2. It is self-explanatory.

If time spent travelling is exclusively and necessarily for the purpose of the implementation of the

contract, as appropriate, recorded in timesheets.

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**Question 23:**

*“Terms of Reference, P22-6.2”*

It is said that office accommodation will be provided for all key and non-key experts. Can you confirm that we shall read approximately 10 sq/m per each key and non-key expert and that such accommodation is provided free of charge?

**Answer 23:**

Yes, it is provided free of charge.

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**Question 24:**

*“Terms of Reference, P22-6.2”*

Is it planned to get this office accommodation within MoTMC premises? If not, where is it planned to be?

**Answer 24:**

It is planned to be provided within MoTMC premises.

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**Question 25:**

*“Terms of Reference, P22-6.2”*

Will provided offices be accessible outside normal working hours and non-working days?

**Answer 25:**

The offices within MoTMC premises can be accessible outside normal working hours and non-working days if necessary permission is got previously from the MoTMC.

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**Question 26:**

*“Terms of Reference, P 19 & 20- 6.1.1”*

For KE1 - Team Leader- and KE2 - Project Development Expert - we have noted that no requirement on general or specific professional experience in transport projects is given. Can you indicate whether previous experience in transport projects would be required or be considered as an advantage?

**Answer 26:**

This is at the discretion of the evaluation committee. The Contracting Authority is not in a position to make an assessment. Please also refer to Section 6.1.1 of Part B, Terms of Reference for the requirements of the key experts.

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**Question 27:**

*“Terms of Reference, P17 - Activity 2.2”*

It is understood that Consultant will have to develop Terms of Reference for around 20 projects and therefore there will be clearly a conflict of interest preventing him to participate in related tenders. Indication of expected scope of such tenders is given in 4.1 and in Annex A:

1. As it is only a preliminary quantitative assessment, can we understand that the number may be higher?
2. Is it possible to provide a more precise indication of distribution between consultant services and grants/works/supplies?
3. Are there any project(s) already clearly identified for which consultant will very likely need to prepare ToR (e.g: works supervision of Halkali-Kapikule Rail Line)? If yes can such an indicative list of likely projects be provided?
4. Are there any other tasks, beyond involvement in preparing ToR, which could potentially lead to conflict of interests? If yes which ones?

**Answer 27:**

1. Yes, it could be higher.
  2. No, it is not possible. First of all, the initial project pipeline has not been formed yet. Secondly, as stipulated in Section 4.2.2 of Part B, Terms of Reference, the Contractor is also expected to contribute to the project identification and formulation activities.
  3. No, they are not clearly identified.
  4. Conflict of interest situation is explained in PRAG Section 2.3.6 (Version 2015.0 - 15 July 2015) and Part B, Annex I, General Conditions for Service Contracts, Article 9.
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**Question 28:**

We understand that a substantial amount of projects and related ToR concerning rail (feasibility studies, design and works supervision) and urban transport (light rail studies and urban mobility plans) are to be prepared. Can you confirm and provide, if available, and without any firm commitment, more details on likely projects to be prepared?

**Answer 28:**

The initial project pipeline has not been formed yet.

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**Question 29:**

*“Terms of Reference, P18- 4.3.3 Project steering committee and 4.3.4 Project Coordination committee”*

How many members will form the project steering committee and the Project Coordination committee?

**Answer 29:**

This information will be precisely available during implementation of the project.

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**Question 30:**

*“Terms of Reference, P22 - 6.1.2 Non key experts”*

Considering the expected volume of non-key experts, quick approval process from the contracting authority is key to the success of the project. What can be the expected duration for non-key expert approval?

**Answer 30:**

EUID as the Contracting Authority will manage all aspects of the contract including approval of the experts with due diligence for the success of the project.

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**Question 31:**

ToR, Page 12, Activity 1.4: 'Organisations of Workshops and Meetings on SOPT Project Proposals and Design'

- Six workshops
- Project specific meetings

The number of participants for both activities is not indicated in ToR.

**Answer 31:**

Please refer to the Changes to Tender Dossier No:1.