

## **RESPONSES TO REQUESTS FOR CLARIFICATIONS**

### **Supply of Equipment and Materials for the Development of Artificial Insemination and Embryo Transfer Programme in the Commonwealth of Dominica**

**Tender Reference: BAM/PE2/SUP/TDI/CLF/EQU-AIET**

#### **Question 1**

To Performance Guarantee (5% of the amount of the contract): How and at what stage will we know that such a guarantee will be required? Paragraph 11 of the Terms of participation states: "the Contracting authority may decide not to require such a guarantee". When do we know about such a decision? What factors influence it?

#### **Answer 1**

According to the Contract Notice:

11. Performance guarantee

The successful tenderer will be asked to provide a performance guarantee of 5 % of the amount of the contract at the signing of the contract. This guarantee must be provided together with the return of the countersigned contract no later than 30 days after the tenderer receives the contract signed by the Contracting Authority. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.

For amounts of EUR150 000 or below, on the basis of objective criteria such as the type and value of the contract, the Contracting Authority may decide not to require such a guarantee.

In case that the performance guarantee was to be waived, the contractor would be notified when receiving the contract.

#### **Question 2**

In Paragraph 15 "Selection Criteria":

What document is required to prove our company's professional capacity: a private/public law body with legal form, company profile or any other document?

#### **Answer 2**

#### **According to the Practical Guide:**

##### **2.4.11.1.3. Verifying the technical and professional capacity of candidates or tenderers**

Proof of the technical and professional capacity of the candidate/tenderer may be furnished by one or more of the following documents, by way of example:

- the educational and professional qualifications of the service provider or contractor;
- a list of the principal services provided and supplies delivered in the past five/three years, with the sums, dates and recipients, public or private. Evidence of successful implementation must take the form of certificates issued or countersigned by the Contracting Authority or entity who ordered or purchased the execution of the service or supply;
- a description of the technical equipment and measures employed to ensure the quality of supplies and services, and a description of the firm's study and research facilities;

- samples, descriptions and/or authentic photographs and/or certificates drawn up by official quality control institutes or agencies of recognised competence attesting the conformity of the products with the specifications or standards in force;
- a statement of the average annual manpower and the number of managerial staff of the service provider or contractor in the last three years;
- a copy of, or extract from, the payroll or employment contracts;
- an indication of the proportion of the contract which the tenderer may intend to subcontract. The contracting authority may also require the candidate or tenderer to submit any information on the financial, economic, technical and professional capacities of the envisaged subcontractor, in particular when subcontracting represents a significant part of the contract.

Candidates/tenderers are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed.

If the tenderer submits a self-declaration/statement as documentary proof, the contracting authority reserves the right to ask for further documentary evidence.

### **Question 3**

Shipping terms DDP (Duty Delivery Paid). Mintube has customers in 140 countries and our usual delivery terms are either "CIF" when the goods go by sea or "CIP" / "CPT" when the goods are shipped by air. According to the tender instructions we have to organise transport, pay the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs, like tax and other customs arrangements in Dominica. It's absolutely impossible ascertain the total DDP costs from Europe. We don't know how long the goods will be stuck at customs, what the local tax and clearance will be and what other administrative surcharges will come along. This is risky for any exporting entity and such conditions can be detrimental for the project success.

### **Answer 3**

For additional information on DDP, Please follow link below:

DDP (Delivered Duty Paid)/DAP (Delivered At Place) — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>

Furthermore, note that DDP Price entails the following taxes and duties in the Commonwealth of Dominica:

Import Duty 0%  
 Custom Service Charge: 3%  
 Environmental Surcharge: 1.5 %  
 Value Added Tax: 15%

### **Question 4**

Regarding the Payments: To the Article 26, 26.5: did we understand it correctly that the payments will be made partially:

40% of the total contract price after the signing of the contract, against provision of the performance guarantee and of a pre-financing guarantee for the full amount of the pre-financing payment, unless otherwise provided for in the Special Conditions. Please explain the last point.

#### **Answer 4**

##### **According to art. 26.5 of the draft Special conditions:**

- if the total Contract price is below EUR 60.000
- or if (i) the pre-financing requested is equal or below EUR 300 000 and (ii) proof documents have been provided for the selection criteria and (iii) the Contracting Authority does not require a financial guarantee following a risk assessment:

By derogation from article 26.5 of the General Conditions the Contracting authority might decide that no pre-financing guarantee is required.

#### **Question 5**

60%, as payment of the balance, after receipt by the Contracting Authority of an invoice and of the application for the certificate of provisional acceptance. Do we understand it correctly that the remaining 60% will be paid upon the presentation of the invoice?

#### **Answer 5**

##### **According to art. 26.5 of the Special Conditions:**

For the 60 % balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

The remaining 60% shall therefore be paid upon full delivery, after submission of the application for the certificate of provisional acceptance and 3 originals of the final invoice.

#### **Question 6**

Submission of the tender: per post/courier? All(one original and 3 copies) in one envelope sent by registered post? Per e-mail is not acceptable?

#### **Answer 6**

Emailed submissions are not acceptable.