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**MINISTRY OF FINANCE**  
**Office of the National Authorising Officer/EDF**

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Kennedy Avenue, Roseau  
Commonwealth of Dominica  
West Indies

20<sup>th</sup> December 2013.

**Our ref: EuropeAid/135082D/SUP/DM/**

**INVITATION TO TENDER FOR SUPPLIES TO ENHANCE PLANT NUTRITION/GOOD  
HUSBANDRY PRACTICES – BANANA ACCOMPANYING MEASURES  
COMMONWEALTH OF DOMINICA**

This is an invitation to tender for the above mentioned supply contract. Please find enclosed the following documents which constitute the tender dossier:

- A. Instructions to tenderers**
- B. Draft Contract Agreement and Special Conditions with annexes:**
  - Annex I General Conditions for supply contracts
  - Annexes II and III Technical Specifications + Technical Offer (to be tailored to the specific project)
  - Annex IV Budget Breakdown (Financial offer)
  - Annex V Forms and other supporting documents
- C. Other information:**
  - I. Administrative Compliance Grid
  - II. Evaluation Grid
- D. Tender Form for a Supply Contract**

For your information about procurement procedures, please see the **Practical Guide to contract procedures for EU external actions and its annexes**, which may be downloaded from the following website: [http://ec.europa.eu/europeaid/work/procedures/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/index_en.htm).

We look forward to receiving your tender and the Tender Guarantee before the submission deadline at the address specified in the documents.

Sincerely

**CARLEEN ROBERTS**  
**NATIONAL AUTHORISING OFFICER/EDF**

## **A. INSTRUCTIONS TO TENDERERS**

**PUBLICATION REF.: Europeaid/135082/D/SUP/DM**

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the Practical Guide to contract procedures for EU external actions (available on the Internet at:

[http://ec.europa.eu/europeaid/work/procedures/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/index_en.htm)).

### **3 SUPPLIES TO BE PROVIDED**

**1.1 The subject of the contract is the supply, delivery, unloading by the Contractor of the following goods to enhance plant nutrition/good husbandry practises:**

**Lot 1** Procurement of Fertilizers/Soil Additives to enhance plant nutrition.

- **Seven thousand five hundred (7,500) 50kg bags of NPK 16:8:24+4Mgo fertilizer**
- **Two thousand five hundred (2500) 50 kg bags of Calcium Ammonium Nitrate (CAN)**

**Lot 2** Procurement of Pesticides to enhance good husbandry practises

- **1215 litres; Propiconazole**
- **810 litres; Strobilurin**
- **3400 kg; Dithiocarbonate**
- **1500 litres (300 boxes) ; Fenpropimorph**
- **1000 litres; Pyrimethanil**
- **2500 gallons; Oxamyl**

**Lot 3** Procurement of Petroleum Oil to enhance good husbandry practises.

- **34,000 gallons of Petroleum oil**

to the Government of the Commonwealth of Dominica, Division of Agriculture, Botanic Gardens, Roseau, Commonwealth of Dominica, delivered duty paid (DDP)<sup>1</sup> (exclusive of import duty) within 90 days from the signature of the contract.

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<sup>1</sup> DDP (Delivered Duty Paid) — Incoterms 2010 International Chamber of Commerce  
<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

- 1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.
- 1.3 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

## 2 Timetable

	DATE	TIME*
<b>Clarification meeting / site visit (if any)</b>	Not applicable	Not applicable
<b>Deadline for requesting clarifications from the Contracting Authority</b>	10 <sup>th</sup> January 2014	3 pm
<b>Last date on which clarifications are issued by the Contracting Authority</b>	20 <sup>th</sup> January 2014.	3 pm
<b>Deadline for submission of tenders</b>	31 <sup>st</sup> January 2014	12 pm
<b>Tender opening session</b>	3 <sup>rd</sup> February 2014	2:30 pm
<b>Notification of award to the successful tenderer</b>	14 <sup>th</sup> February 2014*	-
<b>Signature of the contract</b>	28 <sup>th</sup> February 2014*	-

All times are in the time zone of the country of the Contracting Authority

\*Provisional date

## 3 PARTICIPATION

- 3.1 Tendering is open to all legal persons participating either individually or in a grouping (consortium) of tenderers which are established in a the Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the Banana Accompanying Measures (BAM) programme under which the contract is financed. All works, supplies and services must originate in one or more of these countries. Tendering is also open to international organisations. Tendering by natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.
- 3.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law. In case of doubt, the Contracting Authority may ask the tenderer to provide evidence demonstrating actual compliance with the "establishment" criteria. For this purpose, legal person will have to demonstrate that their legal person is formed under the law of an eligible State and that its head office is within an eligible State. "Head office" must be understood as its central administration or principal place of business.
- 3.3 These rules apply to:
  - a) tenderers
  - b) members of a consortium
  - c) any subcontractors.

- 3.4** Natural persons, companies or undertakings falling into one of the situations set out in section 2.3.3 of the Practical Guide to contract procedures for EU external actions are excluded from participation in and the award of contracts. Tenderers must provide declarations that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with section 2.3.4 of the Practical Guide.

The exclusion situations referred to above also apply to subcontractors. When requested by the Contracting Authority, tenderers/contractors must submit declarations from the intended subcontractors that they are not in any of the exclusion situations. In cases of doubt over declarations, the Contracting Authority will request documentary evidence that subcontractors are not in a situation that excludes them.

- 3.5** To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.
- 3.6** Where tenders include subcontracting, it is recommended that the contractual arrangements between tenderers and their subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

## **4 ORIGIN**

- 4.1** Unless otherwise provided in the contract, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in clause 3.1 above. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93).

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. For more details, see point 2.3.1 PRAG.

- 3.2** When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

## **5 TYPE OF CONTRACT**

Unit-price

## **6 CURRENCY**

Tenders must be presented in Euro

## **7 LOTS**

This tender procedure is divided into three (3) lots.

- 7.1** The tenderer may submit a tender for one lot, several or all of the lots.

- 7.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders for part of the quantities required be taken into consideration. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.
- 7.3 A tenderer may include in its tender the overall discount it would grant in the event of some or all of the lots for which it has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening session.
- 7.4 Contracts will be awarded lot by lot, but the Contracting Authority may select the most favourable overall solution after taking account of any discounts offered.

## **8 PERIOD OF VALIDITY**

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.
- 8.3 The successful tenderer will be bound by its tender for a further period of 90 days. The further period is added to the validity period irrespective of the date of notification.

## **9 LANGUAGE OF TENDERS**

- 9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English.

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

## **10 SUBMISSION OF TENDERS**

- 10.1 Tenders must be received before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

The National Authorising Officer/EDF  
Office of the National Authorising Officer  
3<sup>rd</sup> Floor, Financial Centre  
Kennedy Avenue  
Roseau  
COMMONWEALTH OF DOMINICA

- If the tenders are hand delivered they should be delivered at the same address during working hours : From 8am to 4pm, Tuesdays to Fridays and 8am to 5pm on Mondays.

Tenders must comply with the following conditions:

10.2 All tenders must be submitted in one original, marked 'original', and three (3) copies signed in the same way as the original and marked 'copy'.

10.3 All tenders must be received at:

The Office of the National Authorising Officer  
3<sup>rd</sup> Floor Financial Centre  
Kennedy Avenue  
Roseau  
COMMONWEALTH OF DOMINICA

before 12 pm on the 31<sup>st</sup> January 2014 by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by the National Authorising Officer or her representative.

10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- a) The above address;
- b) The reference code of this tender procedure; EuropeAid/135082/D/SUP/DM
- c) Where applicable, the number of the lot(s) tendered for;
- d) The words 'Not to be opened before the tender opening session' in the language of the tender dossier.
- e) The name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

## 11 CONTENT OF TENDERS

All tenders submitted must comply with the requirements in the tender dossier and comprise:

### Part 1: Technical Offer:

- A detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:

The technical offer should be presented as per template (Annex II+III\*, Contractor's technical offer) adding separate sheets for details if necessary.

### Part 2: Financial Offer:

- A financial offer calculated on a DDP (exclusive of import duty) basis for the supplies tendered.

This financial offer should be presented as per template (Annex IV\*, Budget breakdown), adding separate sheets for details if necessary.

- An electronic version of the financial offer

### Part 3: Documentation:

To be supplied using the templates attached\*:

- The tender guarantee, for
  - Lot 1 - Four thousand six hundred and sixty-three euros (€4663)
  - Lot 2 –Three thousand one hundred and fifty euros (€3150) and
  - Lot 3 – Two thousand and seventy-one euros (€2071).
- The ‘Tender Form for a Supply Contract’, duly completed, which includes the tenderer’s declaration, point 7, (from each member if a consortium):
- The details of the bank account into which payments should be made (financial identification form) (Tenderers that have already signed another contract with the European Commission, may provide their financial identification form number instead of the financial identification form, or a copy of the financial identification form provided on that occasion, if no change has occurred in the meantime.)
- The legal entity file and the supporting documents (Tenderers that have already signed another contract with the European Commission, may provide their legal entity number instead of the legal entity sheet and supporting documents, or a copy of the legal entity sheet provided on that occasion, if no change in legal status has occurred in the meantime.)

To be supplied in free-text format:

- A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the General Conditions.
- A description of the organisation of the commercial warranty tendered in accordance with the conditions laid down in Article 32 of the Special Conditions
- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).
- 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.
- Remarks:

Tenderers are requested to follow this order of presentation.

Annex\* refers to templates attached to the tender dossier. These templates are also available on: [http://ec.europa.eu/europeaid/work/procedures/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/index_en.htm)

## **12 TAXES AND OTHER CHARGES**

The applicable tax and customs arrangements are the following:

The European Commission and the Commonwealth of Dominica have agreed in Financing Agreement No DM/BAN/2012/024-197 to apply the most favoured tax and customs arrangements applied to states or international development organisations with which it has relations

## **13 ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMISSION OF TENDERS**

The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the Contracting Authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 21 days before the

deadline for submission of tenders, specifying the **publication reference and the contract title:**

The National Authorising Officer/EDF  
Office of the National Authorising Officer  
3<sup>rd</sup> Floor, Financial Centre  
Kennedy Avenue  
Roseau  
COMMONWEALTH OF DOMINICA  
Fax: (767)449-9443  
Email: [edf@cwdom.dm](mailto:edf@cwdom.dm)

The Contracting Authority has no obligation to provide clarifications after this date.  
Any clarification of the tender dossier will be published on the EuropeAid website at <https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome> and <http://nao.dm> at the latest 11 days before the deadline for submission of tenders.

Any prospective tenderers seeking to arrange individual meetings with either the Contracting Authority and/or the European Commission during the tender period may be excluded from the tender procedure.

#### **14 CLARIFICATION MEETING / SITE VISIT**

- 14.1. No clarification meeting/ site visit is planned. . Visits by individual prospective tenderers during the tender period cannot be organised.

#### **15 ALTERATION OR WITHDRAWAL OF TENDERS**

- 15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

#### **16 COSTS OF PREPARING TENDERS**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

#### **17 OWNERSHIP OF TENDERS**

The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.



## **18 JOINT VENTURE OR CONSORTIUM**

- 18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the Contracting Authority.
- 18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with point 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

## **19 OPENING OF TENDERS**

- 19.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.
- 19.2 The tenders will be opened in public session on 3<sup>rd</sup> February 2014 at 2:30 pm at  
The Office of the National Authorising Officer/EDF  
3<sup>rd</sup> Floor, Financial Centre  
Kennedy Avenue  
Roseau  
COMMONWEALTH OF DOMINICA
- by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the Contracting Authority may consider appropriate may be announced.
- 19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## **20 EVALUATION OF TENDERS**

### **20.1 Examination of the administrative conformity of tenders.**

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

### **20.2 Technical evaluation.**

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in Contract notice point 16) are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

### **20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.**

### **20.4 Financial evaluation.**

- a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
  - Where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
  - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

### **20.5 Variant solutions**

Variant solutions will not be taken into consideration.

## 20.6 Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

## 21 SIGNATURE OF THE CONTRACT AND PERFORMANCE GUARANTEE

- 21.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it is not in any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EU external actions. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement must be provided that the situations described in these documents have not changed since then.
- 21.2 The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice, point 16. The documentary proofs required are listed in section 2.4.11 of the Practical Guide to contract procedures for EU external actions.
- 21.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.
- 21.4 The Contracting Authority reserves the right to vary the quantities specified for lots 1, 2 and 3 by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation of the quantities, rise or fall by more than 25 % of the tender price. The unit prices used in the tender will be multiplied by the quantities procured under the variation.
- 21.5 Within 30 days of receipt of the contract signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 21.6 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
- 21.7 The performance guarantee referred to in the General Conditions is set at ten percent (10%) and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the Contracting Authority, except for the proportion assigned to after-sales service.

## 22 TENDER GUARANTEE

The tender guarantee referred to in Article 11 above is set at

- Lot 1 - Four thousand six hundred and sixty-three euros (€4663)
- Lot 2 –Three thousand one hundred and fifty euros (€3150) and
- Lot 3 – Two thousand and seventy-one euros (€2071).

and must be presented in the form specified in the annex to the tender dossier. It must remain valid for 45 days beyond the period of validity of the tender. Tender guarantees provided by tenderers who have not been selected will be returned together with the information letter that the tenderer has been unsuccessful. The tender guarantee of the successful tenderer will be released on signing of the contract, once the performance guarantee has been submitted

## **23 ETHICS CLAUSES**

- 23.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.
- 23.2 Without the Contracting Authority's prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 23.3. When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 23.4 Contractors must at all time act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain from making public statements about the project or services without the Contracting Authority's prior approval. They may not commit the Contracting Authority in any way without its prior written consent.
- 23.5 For the duration of the contracts Contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers that have been awarded contracts must abide by core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).
- 23.6 Contractors may accept no payment connected with the contracts other than that provided for therein. Contractors and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the Contracting Authority.
- 23.7 Contractors and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Contractors will be confidential.
- 23.8 The contract governs the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.
- 23.9 Contractors must refrain from any relationship likely to compromise their independence or that of their staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

- 23.10 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 23.11 All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has any appearance of being a front company.
- 23.12 The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 23.13 Contractors found to have paid unusual commercial expenses on projects funded by the EU are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.
- 23.14 The Contracting Authority reserves the right to suspend or cancel the procedure, if the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

## **24 CANCELLATION OF THE TENDER PROCEDURE**

If a tender procedure is cancelled, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

**In no event will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of**

**damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.**

## **25 APPEALS**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.4.15 of the Practical Guide.

**DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES**

**SUPPLY CONTRACT  
FOR EUROPEAN UNION EXTERNAL ACTIONS  
No**

**FINANCED FROM THE EU GENERAL BUDGET**

The National Authorising Officer/EDF  
Office of the National Authorising Officer  
3<sup>rd</sup> Floor, Financial Centre  
Kennedy Avenue  
Roseau  
COMMONWEALTH OF DOMINICA

(“the Contracting Authority”)

of the one part,

and

<Full official name of Contractor>  
[Legal status/title]<sup>2</sup>  
[Official registration number]<sup>3</sup>  
[Full official address]  
[VAT number]<sup>4</sup>

(“the Contractor”)

of the other part,

have agreed as follows:

**CONTRACT TITLE: The procurement of supplies to enhance plant nutrition/good husbandry practises**

Identification number **EuropeAid/135082/D/SUP/DM**

**Article 1 Subject**

1.1 The subject of the contract shall be the supply, delivery, unloading, of the following supplies:

Lot 1. Fertilizers/Soil Additives to enhance plant nutrition.

- **Seven thousand five hundred (7,500) 50kg bags of 16:8:24+4mgo and 2500 50kg bags of Calcium Ammonium nitrate (CAN) fertilizers**

Lot 2. Pesticides to enhance good husbandry practises

- **1215 litres Propiconazole**
- **810 litres Strobilurin**
- **3400 kg Dithiocarbonate**
- **1500 litres (300 boxes) Fenpropimorph**
- **1000 litres Pyrimethanil**

---

2

3

4 Except where the contracting party is not VAT registered.

- **2500 gallons Oxamyl**

Lot 3. Petroleum Oil to enhance good husbandry practises.

- **34,000 gallons of Petroleum oil**

The place of acceptance of the supplies shall be the Government of the Commonwealth of Dominica, Division of Agriculture, Botanic Gardens, Roseau, Commonwealth of Dominica.

The time limits for delivery shall be 90 days and the Incoterm applicable shall be DDP (exclusive of import duty). The implementation period of tasks shall run from date of signature of the contract to date for provisional acceptance.

1.2 The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex.

## **Article 2      Origin**

The rules of origin of the goods are defined in Article 10 of the Special Conditions.

A certificate of origin for the goods must be provided by the Contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract.

## **Article 3      Price**

3.1      The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be in euros.

3.2      Payments shall be made in accordance with the General and/or Special Conditions (Articles 26 to 28).

## **Article 4      Order of precedence of contract documents**

The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Technical Specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the Technical Offer (Annex III [including clarifications from the tenderer provided during tender evaluation];
- the budget breakdown (Annex IV);
- (specified forms and other relevant documents (Annex V));

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.



Done in English in three originals, one original being for the Contracting Authority, one original being for the European Commission and one original being for the Contractor.

**For the Contractor**

Name:

Title:

Signature:

Date:

**For the Contracting Authority**

Name: Ms. Carleen Roberts

Title: National Authorising Officer

Signature:

Date:

**Endorsed for financing by the European Union**

Name: Ambassador Mikael Barfod

Title: Head, Delegation of the European Union

Signature:

Date:

## **SPECIAL CONDITIONS**

### **CONTENTS**

These conditions amplify and supplement, if necessary, the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

#### **Article 2    Language of the Contract**

- 2.1    The language used shall be English.

#### **Article 4    Communications**

- 4.1    Any written communication relating to this contract between the Contracting Authority and/or Project Manager, on the one hand, and the Contractor on the other must state the contract title and identification number, and must be sent by post, fax, email or by hand.

#### ***For the Contracting Authority:***

National Authorising Officer/EDF  
Office of the National Authorising Officer  
3<sup>rd</sup> Floor, Financial Centre  
Kennedy Avenue  
P.O. Box 1102  
Roseau  
COMMONWEALTH OF DOMINICA  
Email: [edf@cwdom.dm](mailto:edf@cwdom.dm)  
Tel: (767) 448 2424  
Fax: (767) 449 9443

#### ***Project Manager:***

Director of Agriculture  
Ministry of Agriculture and Forestry  
Botanic Gardens  
Roseau  
COMMONWEALTH OF DOMINICA  
Email: [brumantr@dominica.gov.dm](mailto:brumantr@dominica.gov.dm)  
Tel.: (767) 266 3810

#### ***The Contractor:***

To Be Determined

#### **Article 7    Supply of documents**

The Contracting Authority will provide any documents or specifications that may be required for the timely and accurate supply and delivery of the inputs.

#### **Article 8    Assistance with local regulations**

The contractor will be responsible for obtaining all permits, authorisation or licences related to this contract.

## **Article 10 Origin**

- 10.1 All goods purchased must originate in a Member State of the European Union or any country eligible under **regulation (EC) No 1905/2006 of the European Parliament and of the Council of 18 December 2006 establishing a financing Instrument for Development Cooperation**. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

## **Article 11 Performance guarantee**

- 11.1 The amount of the performance guarantee shall be ten percent (10%) of the total Contract price for each lot, including any amounts stipulated in addenda to the contract.

## **Article 12 Insurance**

The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery.

The Contractor shall provide an all-risks insurance cover, including transportation, in the name of the Contracting Authority, in an amount equal to 110% of the DAP value in EURO, until the provisional acceptance.

## **Article 13 Programme of implementation of tasks**

**Lot 1:** Procurement of fertilizers/soil additives to enhance plant nutrition.

Complete delivery of all additives within a maximum of thirty (30) days after contract signature.

**Lot 2:** Procurement of pesticides to enhance good husbandry practises

- Delivery of one half (1/2) of the total quantities expected, within a maximum of thirty (30) days after contract signature.
- Delivery of balance of supplies within a maximum of sixty (60) days after contract signature.

**Lot 3:** Procurement of petroleum oil to enhance good husbandry practises

- 12,000 gallons of Petroleum Oil to be delivered within thirty (30) days after contract signature.
- 22,000 gallons of oil to be delivered within a maximum of sixty (60) days after contract signature.

## **Article 18 Commencement order**

- 18.1 The implementation of the contract is to commence on the contract signature date.

## **Article 19 Period of implementation of the tasks**

- 19.1 The period of execution will be over a three (3) month period.

## **Article 22 Amendments**

- 22.2 The Contracting Authority reserves the right to vary by administrative order the quantities specified for lot items by +/- 100% at the time of contracting and during the validity of the Contract. The total value of the supplies may not rise or fall as a result of the variation of

the quantities by more than 25 % of the tender price. The unit prices quoted in the tender will be multiplied by the revised quantities procured under the variation.

## **Article 24 Quality of supplies**

- 24.2 Each consignment will be tested to ensure that the specifications requested have been complied with before preliminary technical acceptance.

For Lot 1 a preliminary technical acceptance is required based on an updated declaration from the contractor of the nutrient and heavy metals composition of the fertilizers supplied.

All fertiliser shall be packed in new sacks made of a plastic material similar to polypropylene with an inner water-tight lining of a material which does not react with the fertiliser components.

Each sack of fertiliser shall be 50 kg net and the inner lining shall be sealed in such a manner that a water and air-tight seal is obtained. The sack shall be double stitched in such a manner that neither the inner lining nor the outer sack shall be ruptured on the sack being dropped from a height of 15m onto a solid surface.

The complete grade of the fertiliser shall be printed on the bag.

An authenticated certificate of analysis shall accompany all shipments.

## **Article 25 Inspection and testing**

- 25.2 The goods are to be inspected and tested at the Division of Agriculture, Botanic Gardens Roseau, Commonwealth of Dominica to ensure that the supplies are of the requisite quality and quantity.

## **Article 26 General principles for payments**

- 26.1 Payments shall be made in Euros.

Payments shall be authorised and made by the Delegation of the European Union in Barbados, after approval by the National Authorizing Officer at the Government of the Commonwealth of Dominica. Invoices and accompanying documents should be forwarded to the address below:

The National Authorizing Officer (NAO)  
Office of the NAO  
3<sup>rd</sup> Floor, Financial Centre  
Kennedy Avenue  
Roseau  
Commonwealth of Dominica  
Email: [edf@cwdom.dm](mailto:edf@cwdom.dm)

- 26.3 By derogation, the final payment to the Contractor of the amounts due shall be made within 90 days after receipt by the Contracting Authority of an invoice and of the application for the certificate of provisional acceptance.

- 26.5 In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:

- a) By derogation from article 26.5 of the General Conditions no pre-financing guarantee is required unless no proof documents have been provided for the selection criteria or unless the Contracting Authority requires a financial guarantee following a risk assessment.

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

26.9 This contract does not includes a price revision clause

## **Article 28 Delayed payments**

28.2 By derogation from Article 28.2 of the General Conditions, once the deadline laid down in Article 26.3 has expired, the Contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions. The demand must be submitted within two months of receiving late payment.

## **Article 29 Delivery**

29.3 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

The packaging shall remain the property of the Contractor subject to respect for the environment.

29.5/6 Each item must bear EU logo in large bold letters:

## **Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11. The timing of Provisional Acceptance is as stated in Article 13.

31.2. By derogation, the Contractor may apply, by notice to the Project Manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The Project Manager shall within 45 days of receipt of the Contractor's application either: issue the certificate of provisional acceptance to the Contractor with a copy to the Contracting Authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or reject the application, giving his reasons and specifying the action which, in his opinion, is required of the Contractor for the certificate to be issued.

The Contracting Authority's time limit for issuing the certificate of provisional acceptance to the Contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

## **Article 32 Warranty obligations**

The Contractor shall warrant that the supplies are new, sealed and incorporate all recent improvements in materials. The Contractor shall further warrant the supplies conform to specifications and that none of the supplies have any defect arising from manufacture, materials, workmanship, packaging, shipping and transportation. This warranty shall remain valid for the periods outlined in Article 13, after provisional acceptance.

32.7 The warranty must remain valid for one year after provisional acceptance.

## **Article 33 After-sales service**

No after sales service is included in this contract.

**Article 40 Settlement of disputes**

- 40.4 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the Commonwealth of Dominica in accordance with the national legislation of the state of the Contracting Authority.

**Article 45 Further additional clauses**

None

**ANNEX I: GENERAL CONDITIONS**

**ANNEX II + III: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER**

**Contract title: Procurement of supplies to enhance plant nutrition/good husbandry practices**

**p 1 /...**

**Publication reference: EuropeAid/135082/D/SUP/DM**

**Column 1-2 should be completed by the Contracting Authority**

**Column 3-4 should be completed by the tenderer**

**Column 5 is reserved for the evaluation committee**

Annex III - the Contractor's technical offer

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the Contracting Authority shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words “compliant” or “yes” are not sufficient)
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

1. Item Number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
<b>Lot 1</b>	<b>Fertilisers/soil additives to enhance plant nutrition</b> <ul style="list-style-type: none"> <li>- 7500 bags (50kg) NPK 16:8:24+4 Mgo Fertiliser</li> <li>- 2500 bags (50kg) Calcium Ammonium Nitrate (CAN) Fertiliser</li> </ul>			
<b>Lot 2</b>	<b>Pesticides to enhance good husbandry practices</b> <ul style="list-style-type: none"> <li>- 1215 litres, Propiconazole</li> <li>- 810 litres, Strobilurin</li> <li>- 3400kg, Dithiocarbonate</li> <li>- 1500 litres (300 boxes), Fenpropimorph</li> <li>- 100 litres, Pyrimethanil</li> <li>- 2500 gallons, Oxamyl</li> </ul>			
<b>Lot 3</b>	<b>Petroleum Oil to enhance good husbandry practices</b> <ul style="list-style-type: none"> <li>- 34,000 gallons of Petroleum Oil</li> </ul> <b>See attached table</b>			



### Banana Spray Oil Specifications

Properties	Test Method	Specifications	The figures below are "targets", actuals may differ within tolerance
Oil Type		Paraffinic	
Distillation Range °F	ASTM D1160 The record of the various temperatures at which the following percentages of oil distilled, must be provided by the Oil Company: I.B.P. 5%, 10%, 20%, 30%, 40%, 50%, 90%, 95%, F.B.P.	A lighter or heavier oil may be acceptable; please specify the range and viscosity.	
Initial boiling point °F		370	
50% recovered		420	
90% recovered		450	
Final boiling point °F		470	
Flash Point °F	ASTM D92	350 - 400	
Viscosity SUS @ 100 °F	ASTM D445	75 - 85	
Pour Point	ASTM D97	5 °F	
Specific Gravity 60/60 °F	ASTM D1898	0.843 - 0.853	
Unsulphonated Mineral Residue	ASTM D483	Not less than 95.0% by volume	
Aromatics	ASTM D1319	Less than 1% by volume	
Total Acid Number	ASTM D974	Less than 0.02 (mg KOH/g)	

**ANNEX IV:** Budget breakdown (Model financial offer)

Page No 1 [of...]

**PUBLICATION REFERENCE:** EuropeAid/135082/D/SUP/DM

**NAME OF TENDERER:** [.....]

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>ITEM NUMBER</b>	<b>QUANTITY</b>	<b>SPECIFICATIONS OFFERED (INCL BRAND/MODEL)</b>	<b>UNIT COSTS &lt;PLACE OF ACCEPTANCE&gt; &lt;EUROS CURRENCY&gt;</b>	<b>TOTAL &lt;EUROS CURRENCY&gt;</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
			Total	

## ANNEX V: FORMS

### ANNEX V: PRE-FINANCING GUARANTEE FORM

<To be completed on paper bearing the letterhead of the financial institution >

For the attention of  
The National Authorising Officer,  
Office of the National Authorising Officer,  
3<sup>rd</sup> Floor, Financial Centre  
Kennedy Avenue  
Roseau  
Commonwealth of Dominica  
referred to below as the “Contracting Authority”

Subject: Guarantee No...

Financing Guarantee for the repayment of pre-financing payable under contract EuropeAid135082/D/SUP/DM The procurement of supplies to enhance plant nutrition/good husbandry practices

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <Contractor's name and address>, hereinafter referred to as “the Contractor”, the payment to the Contracting Authority of <indicate the amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 26.1 of the Special Conditions of the contract EuropeAid135082/D/SUP/DM The procurement of supplies to enhance plant nutrition/good husbandry practices concluded between the Contractor and the Contracting Authority, hereinafter referred to as “the Contract”.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the Contractor has not repaid the pre-financing on request or that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the Contract.

We note that the guarantee will be released 45 days at the latest after the provisional acceptance of the goods [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)]<sup>5</sup>.

[This paragraph should be deleted when the Contracting Authority is the European Union:

Any request to pay under the terms of the guarantee must be countersigned by the Head of Delegation of the European Union or his designated empowered deputy as per the applicable Commission rules. In case of a temporary substitution of the Contracting Authority by the Commission, any request to pay will only be signed by the representative of the Commission, namely whether the Head of Delegation, his designated empowered deputy or the authorised person at headquarters' level.

The law applicable to this guarantee shall be that of the country of the Contracting Authority or the country in which the financial institution issuing the guarantee is established. Any dispute arising out of

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<sup>5</sup> This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

or in connection with this guarantee shall be referred to the courts of the country of the Contracting Authority.

The guarantee will enter into force and take effect on receipt of the pre-financing payment in the account designated by the Contractor to receive payments.

Name: ..... Position: .....

Signature<sup>6</sup>: ..... Date: <Date>

---

<sup>6</sup> The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

## ANNEX V: MODEL PERFORMANCE GUARANTEE

<To be completed on paper bearing the letterhead of the financial institution >

For the attention of  
The National Authorising Officer/EDF  
Office of the National Authorising Officer  
3<sup>rd</sup> Floor, Financial Centre  
Kennedy Avenue  
Roseau  
COMMONWEALTH OF DOMINICA

referred to below as the “Contracting Authority”

Subject: Guarantee No...

Performance Guarantee for the full and proper execution of contract: **The procurement of supplies to enhance plant nutrition/good husbandry practices.**

We the undersigned, <name and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety on behalf of <Contractor's name and address>, hereinafter referred to as “the Contractor”, payment to the Contracting Authority of €60,167.00, representing the performance guarantee mentioned in Article 11 of the Special Conditions of the contract: The procurement of supplies to enhance plant nutrition/good husbandry practises concluded between the Contractor and the Contracting Authority, hereinafter referred to as “the Contract”.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the Contractor has failed to perform its contractual obligations fully and properly and that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the Contract.

We note that the guarantee will be released within 45 days of the issue of the final acceptance certificate. [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)]<sup>7</sup>.

[This paragraph should be deleted when the Contracting Authority is the European Union:

Any request to pay under the terms of the guarantee must be countersigned by the Head of Delegation of the European Union or his designated empowered deputy as per the applicable Commission rules. In case of a temporary substitution of the Contracting Authority by the Commission, any request to pay will only be signed by the representative of the Commission, namely whether the Head of Delegation, his designated empowered deputy or the authorised person at headquarters' level.

The law applicable to this guarantee shall be that of the country of the Contracting Authority or the country in which the financial institution issuing the guarantee is established. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of the country of the Contracting Authority.

This guarantee shall enter into force and take effect upon its signature.

---

<sup>7</sup> This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

Name: .....Position: .....

<sup>8</sup> Signature: ..... Date: <Date>

---

<sup>8</sup> The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

## ADMINISTRATIVE COMPLIANCE GRID

<b>Contract title :</b>	Procurement of supplies to enhance plant nutrition/good husbandry practices	<b>Publication reference :</b>	Europeaid/135082/D/SUP/DM
-------------------------	---	--------------------------------	---------------------------

Tender envelope number	Name of Tenderer	Is tenderer (consortium) nationality <sup>9</sup> eligible? (Y/N)	Is documentation complete? (Y/N)	Is language as required? (Y/N)	Is tender submission form complete? (Y/N)	Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable)	Other administrative requirements of the tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept / Reject)
1								
2								
3								
4								
5								
6								
7								

<b>Chairperson's name</b>	
<b>Chairperson's signature</b>	
<b>Date</b>	

<sup>9</sup> If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible

### **EVALUATION GRID**

<b>Contract title :</b>	<b>Supplies to enhance plant nutrition/good husbandry practices</b>	<b>Publication reference :</b>	<b>EuropeAid/135082/D/SUP/DM</b>
-------------------------	---	--------------------------------	----------------------------------

Tender envelope No	Name of Tenderer	Rules of origin respected? (Y/N)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with <sup>10</sup> technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/.../NA)	Subcontracting statement in accordance with art 6 of the General Conditions? (Y/N)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? Y/N)	Justification/ notes:
1											
2											
3											

<b>Evaluator's name &amp; signature</b>	
<b>Evaluator's name &amp; signature</b>	
<b>Evaluator's name &amp; signature</b>	
<b>Date</b>	

<sup>10</sup> The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed.





#### **D. TENDER FORM FOR A SUPPLY CONTRACT**

**Publication reference: EuropeAid/135082/D/SUP/DM**

**Title of contract: Supplies to enhance plant nutrition/good husbandry practices**

**<Place and date>**

Office of the National Authorising Officer  
3<sup>rd</sup> Floor, Financial Centre  
Kennedy Avenue  
Roseau  
COMMONWEALTH OF DOMINICA

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**One signed** form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the Instruction to Tenderers. The form must include a signed declaration using the annexed format from each legal entity making the application. Any additional documentation (brochure, letter, etc.) sent with the form will not be taken into consideration. Applications being submitted by a consortium (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the Contracting Authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator.

#### **1 SUBMITTED BY**

	<b>Name(s) of tenderer(s)</b>	<b>Nationality<sup>11</sup></b>
<b>Leader<sup>12</sup></b>		
<b>Member</b>		
<b>Etc ...</b>		

---

<sup>11</sup> Country in which the legal entity is registered.

<sup>12</sup> add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as '**leader**' (and all other lines should be deleted).

## 2 CONTACT PERSON (for this tender)

<b>Name</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>E-mail</b>	

## 3 ECONOMIC AND FINANCIAL CAPACITY<sup>13</sup>

Please complete the following table of financial data<sup>14</sup> based on your annual accounts and your latest projections. If annual accounts are not yet available for this year or last year, please provide your latest estimates, clearly identifying estimated figures in italics. Figures in all columns must be on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

Financial data	2 years before last year <sup>15</sup> €	Year before last year €	Last year €	Average <sup>16</sup> €	This year €
Annual turnover <sup>17</sup> , excluding this contract					
Current Assets <sup>18</sup>					
Current Liabilities <sup>19</sup>					

<sup>13</sup> Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means.

<sup>14</sup> If this application is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form for a supply contract..

<sup>15</sup> Last year=last accounting year for entity.

<sup>16</sup> Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

<sup>17</sup> The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

<sup>18</sup> A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

<sup>19</sup> A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

#### 4 STAFF RESOURCES

Please provide the following personnel statistics for the current year and the two previous years.<sup>20</sup>

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract <sup>21</sup>	Overall	Total for fields related to this contract <sup>11</sup>	Overall	Total for fields related to this contract <sup>11</sup>
Permanent staff <sup>22</sup>						
Other staff <sup>23</sup>						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

<sup>20</sup> If this tender is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form for a supply contract.

<sup>21</sup> Corresponding to the relevant specialisms identified in point 5 below.

<sup>22</sup> Staff directly employed by the Tenderer on a permanent basis (i.e. under indefinite contracts).

<sup>23</sup> Other staff not directly employed by the Tenderer on a permanent basis (i.e. under fixed-term contracts).

## 5 FIELDS OF SPECIALISATION

Please use the table below to indicate the **specialisms relevant to this contract** of each legal entity making this tender, by using the names of these specialisms as the row headings and the name of the legal entity as the column headings. Show the relevant specialism(s) of each legal entity by placing a tick (✓) in the box corresponding to those specialisms in which the legal entity has significant experience. [**Maximum 10 specialisms**]

	Leader	Member 2	Member 3	Etc ...
Relevant specialism 1				
Relevant specialism 2				
Etc ... <sup>1</sup>				

<sup>1</sup> add / delete additional lines and/or rows as appropriate. If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted).

## 6 EXPERIENCE

Please complete a table using the format below to summarise the **major relevant supplies** carried out in the course of the past **3** years<sup>1</sup> by the legal entity or entities making this tender. The number of references to be provided must not exceed **15** for the entire tender

Ref # (maximum 15)	Project title		...					
Name of legal entity	Country	Overall supply value (EUR) <sup>2</sup>	Proportion supplied by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates	Name of members if any
...	...	...	...	...	...	...	...	...
Detailed description of supply						Related services provided		
...						...		

<sup>1</sup> In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts will be considered.

<sup>2</sup> Amounts actually paid, without the effect of inflation.

## 7 TENDERER'S DECLARATION(S)

**As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using this format. The declaration may be in original or in copy. If copies are submitted the originals must be dispatched to the Contracting Authority upon request.**

In response to your letter of invitation to tender for the above contract,  
we, the undersigned, hereby declare that:

- 1 We have examined and accept in full the content of the dossier for invitation to tender No <.....> of <date>. We hereby accept its provisions in their entirety, without reservation or restriction.
- 2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:  
Lot 1: [*description of supplies with indication of quantities and origin*]  
Lot 2: [*description of supplies with indication of quantities and origin*]  
Etc.
- 3 The price of our tender **excluding** spare parts and consumables, if applicable [*excluding the discounts described under point 4*] is:  
Lot 1: [.....]  
Lot 2: [.....]  
Lot 3: [.....]
- 4 We will grant a discount of [%], or [.....] [*in the event of our being awarded Lot ... and Lot ...*.....].
- 5 This tender is valid for a period of 90 days from the final date for submission of tenders.
- 6 If our tender is accepted, we undertake to provide a performance guarantee as required by Article 11 of the Special Conditions.
- 7 Our firm/company [*and our subcontractors*] has/have the following nationality:  
<.....>
- 8 We are making this tender in our own right [as member in the consortium led by < name of the leader / ourselves > ]\*. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member in the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution].
- 9 We are not in any of the situations excluding us from participating in contracts which are listed in section 2.3.3 of the Practical Guide to contract procedures for EU external actions. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into these exclusion situations. The date on the evidence or documents provided will be no earlier than 1 year before

the date of submission of the tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also undertake, if required, to provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tender specified in the contract notice, point 16. The documentary proofs required are listed in Section 2.4.11 of the Practical Guide.

We also understand that if we fail to provide the proof/evidence required, within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

- 10** We agree to abide by the ethics clauses in Clause 23 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation in that respect with other tenderers or other parties in the tender procedure at the time of the submission of this application.
- 11** We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the EU/EDF.
- 12** We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
- 13** We fully recognise and accept that we may be excluded from tender procedures and contracts, in accordance with Section 2.3.4 of the Practical Guide to contract procedures for EU external actions, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeat offence within the 5 years of the above-mentioned date. Furthermore, we acknowledge that, should we make false declarations or commit substantial errors, irregularities or fraud, we will also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded. This rate may be increased to 4% to 20% in the event of a repeat offence within 5 years of the first infringement.
- 14** We are aware that, for the purposes of safeguarding the financial interests of the Communities, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

[\* Delete as applicable]



If this declaration is being completed by a consortium member:

The following table contains our financial data as included in the consortium's tender form. These data are based on our annual audited accounts and our latest projections. Estimated figures (i.e. those not included in annual audited accounts) are given in italics. Figures in all columns have been provided on the same basis to allow a direct, year-on-year comparison to be made <except as explained in the footnote to the table>.

<b>Financial data</b>	<b>2 years before last<sup>5</sup> €</b>	<b>Year before last year €</b>	<b>Last year €</b>	<b>Average<sup>6</sup> €</b>	<b>This year €</b>
Annual turnover <sup>7</sup> , excluding this contract					
Current Assets <sup>8</sup>					
Current Liabilities <sup>9</sup>					

The following table contains our personnel statistics as included in the consortium’s tender form:

Average manpower	Previous year		Last year		This year	
	Overall	Total for fields related to this contract <sup>11</sup>	Overall	Total for fields related to this contract <sup>11</sup>	Overall	Total for fields related to this contract <sup>11</sup>
Permanent staff <sup>12</sup>						
Other staff <sup>13</sup>						

Yours faithfully

Name and first name: <[.....]>

Duly authorised to sign this tender on behalf of:

<.....>

Place and date: <.....>]

S

tamp of the firm/company:

This tender includes the following annexes:

[Numbered list of annexes with titles]

## TENDER GUARANTEE FORM

Specimen tender guarantee  
< To be completed on paper bearing the letterhead of the financial institution >  
For the attention of

Office of the National Authorising Officer  
3<sup>rd</sup> Floor, Financial Centre  
Kennedy Avenue  
Roseau  
COMMONWEALTH OF DOMINICA

referred to below as the “Contracting Authority”

<Date>

Title of contract: Supplies to enhance plant nutrition/good husbandry practices

Identification number: EuropeAid/135082/D/SUP/DM

We, the undersigned, <name and address of financial institution>, hereby irrevocably declare that we will guarantee as primary obligor, and not merely as a surety on behalf of <Tenderer's name and address> the payment to the Contracting Authority of <amount of the tender guarantee>, this amount representing the guarantee referred to in article 11 of the Contract notice.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the Tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article 8 of the Instructions to Tenderers [and in any case at the latest on (1 year after the deadline for submission of tenders)]<sup>27</sup>.

The law applicable to this guarantee shall be that of <If the Contracting Authority is the European Union: Belgium/ If the Contracting Authority is an authority in the beneficiary country: the name of the country of the Contracting Authority or the country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of <If the Contracting Authority is the European Union: Belgium /If the Contracting Authority is an authority in the beneficiary country: the name of the country of the Contracting Authority >.

The guarantee will enter into force and take effect from the submission deadline of the tender.

Name: ..... Position: .....

Signature: .....

Date:

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<sup>27</sup> This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date

