

Procurement & Investments Division

Subject: Answer to questions submitted regarding the terms of the TED 068/2021 for the supply of braking systems for electric cranes 41 & 42 of ThPA SA.

Question

Could you please specify the brand, model and serial number of the cranes for which these braking systems are?

Answer

Brand: ROKAS 001 & 002 – indicative type : 40tn/25tn x 25/40m, built in 1995

Question

Bid time of validity, according to the tender specification offers shall be valid for at least 90 days from the deadline for submission of bids which may be prolonged if requested for a maximum of another 90 days. Would that mean that candidates should keep same prices as in the initial offer for another 90 days making then the total validity since the offer was submitted 180 days? Or upon request for extension, Could the candidate review his offer?

Answer

The validity period of the offer must be 90 days. In case of extension of validity of the offer, it will have a maximum validity of 90 additional days. The prices should be remain fixed for both periods.

Question

Could the Confidentiality Document in Annex II be published in English?

Answer

Attached with the present.

Question

Regarding the penalization for delay stipulated in the tender conditions, fine of 1% on the contractual value for each day of delay with a maximum of 5%, Could this be deleted? Or reduced to 0.5% per week of delay with a maximum of 5%?

Answer

Article 14.2 Place – Time of Delivery is amended as follows:

In the case of overdue delivery, a fine of 1% on the contractual value for each week of delay, with a maximum of 5%, shall imposed.

Question

Regarding the performance guarantee, Could the text be changed for the following?

The contractor is required to submit a Performance Guarantee, the amount of which is set at a rate of to five percent (5%) of the value of the contract, excluding VAT and the contractor shall submit it 10 days from the signing of the contract by both parts.

Answer

Article 14.1 Performance guarantee is amended as follows:

The contractor is required to submit a Performance Guarantee, the amount of which is set at a rate of to five percent (5%) of the value of the contract, excluding VAT and the contractor shall submit it 10 days from the signing of the contract.

Question

Regarding the article about guarantee-Technical support, Could this chapter being modified as follows?:

During the period of the guarantee, the seller is responsible for restoring any damage or malfunction resulting from a defective construction or material with a reasonable amount of time.

The seller undertakes under the warranty and / or warranty period without any additional payment to eliminate all deficiencies identified by the buyer in the delivered materials and communicated to the seller, who will solve the deficiencies with a reasonable amount of time (considering the delivery time of the needed spare parts).

Aggregate liability for any damages relating to main agreement shall be limited to the maximum amount of the total order value in all instances for any one incident or series of incidents, whether arising in contract, tort, product liability or otherwise.

The contractor shall have no liability to the customer and/or to any third party with respect to the main agreement for indirect damages (including but not limited to loss of profits, loss of revenue and loss of production) or for special, consequential, punitive, exemplary or incidental damages of any kind whether arising in contract, tort, product liability or otherwise, even if the supplier was advised of the possibility of such damages.

The delivery time of the spare parts to the premises of ThPA SA is set at five (5) working days if the parts are on stock in the seller's warehouse, otherwise they will be delivered at the shortest time possible.

Should the seller fail to repair the damage or malfunction within a reasonable time, ThPA SA reserves the right to reparation by its own actions and by charging such costs to the seller.

Answer

The following paragraph is added to Article 14.3.

The contractor shall have no liability to the customer and / or to any third party with respect to the main agreement for indirect damages (including but not limited to loss of profits, loss of revenue and loss of production) or for special, consequential, punitive , exemplary or incidental damages of any kind whether arising in contract, tort, product liability or otherwise, even if the supplier was advised of the possibility of such damages.

In addition, it is stated that warranty, technical support and spare part availability are evaluation criteria. Offers that do not meet the minimum requirements of the tender are not rejected but are rated accordingly.

Question

About the payment method, Could this be changed to 20% advanced payment upon contract signed and 80% 60 days from final invoice?

Answer

An amount of up to twenty percent (20%) of the total value of the equipment, excluding VAT, may be given as an advance payment upon signing of the contract, against an equivalent Letter of Guarantee. Balance payment shall be payable after delivery, within 60 days from the date of issue of the corresponding invoice.

Question

Delivery time

In the invitation you state the delivery time should not exceed 4 months. In case someone exceeds this time will their offer be rejected or will they get a lower score in this field? In addition, what price has been set by you in this field which will be graded with 100, the 4 months?

Answer

- a. If the offered delivery time is longer than desired, it will be graded with lower scores.
- b. Yes

Question

Warranty

In the invitation you state that the desired warranty period of good operation is 2 years. What value has been set by you in this field which will be graded with 100, the 2 years?

Answer

Yes.

Question

Payment in 60 days

Will anyone be excluded from the process if they request a different payment term?

Answer

No. An amount of up to twenty percent (20%) of the total value of the equipment, excluding VAT, may be given as an advance payment upon signing of the contract, against an equivalent Letter of Guarantee. Balance payment shall be payable after delivery, within 60 days from the date of issue of the corresponding invoice.