



**REPÚBLICA DEMOCRÁTICA DE TIMOR-LESTE
MINISTÉRIO DO PLANEAMENTO E INVESTIMENTO ESTRATÉGICO
COMISSAO NACIONAL DE APROVISIONAMENTO**

SUPPLY OF VEHICLES FOR NATIONAL PARLIAMENT OF TIMOR-LESTE

ICB/037/PN-2017

BIDDING DOCUMENTS

JULY 2017

Section I. Instructions to Bidders

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A. General

- 1. Scope of Bid**
 - 1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods as specified in Section V, Schedule of Supply (SS). The name and identification of the International Competitive Bidding (ICB) are provided in the BDS.
 - 1.2 Throughout this Bidding Document:
 - (a) the term “in writing” means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
 - 2.1 The Purchaser has allocated funds from its current budget year appropriations and intends to apply a portion of the funds to eligible payments under the contract for which this Bidding Document is issued.
- 3. Corrupt Practices**
 - 3.1 The Purchaser requires Suppliers and suppliers to observe the highest standard of ethics during the procurement and execution of such contract. In pursuance of this policy, the Purchaser:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (b) will reject a proposal for award if it determines that the Supplier recommended for award has, directly or through

an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract;

- (c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Purchaser -financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an Purchaser -financed contract, and will have the right to inspect the Supplier's accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser; and

4. Eligible Suppliers

- 4.1 A Supplier may be a natural person, private entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
 - (a) all parties to the JV shall be jointly and severally liable; and
 - (b) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 4.2 The Purchaser considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. The Purchaser will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Suppliers found to have a conflict of interest shall be disqualified. A Supplier may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
 - (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of this Bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Supplier, or influence the decisions of the

Purchaser regarding this bidding process; or

- (e) a Supplier participates in more than one bid in this bidding process. Participation by a Supplier in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Supplier, in more than one bid; or
- (f) a Supplier or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the bid.

4.3 A firm that is under a declaration of ineligibility by the Purchaser in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.

4.4 Suppliers shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

5.1 In terms of eligible source countries for supply of goods and related services. The Purchaser currently has no specific restrictions.

5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

5.3 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

5.5 If so required in the BDS, a Supplier that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s country.

B. Contents of Bidding Document

6. Sections of the Bidding Document

6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section V. Schedule of Supply

PART 3 Contract

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.
- 6.4 The Supplier is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

7. Clarification of Bidding Document

- 7.1 A prospective Supplier requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than the time specified in BDS. The Purchaser shall forward copies of its response to all Suppliers who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.2.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.
- 8.3 To give prospective Suppliers reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 24.2

C. Preparation of Bids

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| 9. Cost of Bidding | 9.1 | The Supplier shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 10. Language of Bid | 10.1 | The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Supplier and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 11. Documents Comprising the Bid | 11.1 | The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical bid and the other the Price bid, enclosed together in an outer single envelope. |
| | 11.2 | Initially, only the Technical bids are opened at the address, date and time specified in ITB Sub-Clause 27.1. The Price bids remain sealed and are held in custody by the Purchaser. The Technical bids are evaluated by the Purchaser. No amendments or changes to the Technical bids are permitted. Bids with Technical bids which do not conform to the specified requirements will be rejected as deficient Bids. |
| | 11.3 | The Price bids of the Suppliers with the top two technical scores will be opened in public at a date and time advised by the Purchaser. The Price bids are evaluated and the Contract is awarded to the Supplier who got the highest score in the combined technical and financial evaluations. |
| | 11.4 | The Technical bid shall contain the following : <ul style="list-style-type: none"> (a) Technical bid Submission Sheet; (b) Bid Security, in accordance with ITB Clause 21; (c) written confirmation authorizing the signatory of the Bid to commit the Supplier, in accordance with ITB Clause 22; (d) documentary evidence in accordance with ITB Clause 16 establishing the Supplier's eligibility to bid; (e) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Document; (f) documentary evidence in accordance with ITB Clause 19 establishing the Supplier's qualifications to perform the contract if its Bid is accepted; and |

- (g) any other document required in the BDS.
- 11.5 The Price bid shall contain the following:
 - (a) Price bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (b) alternative Price bid corresponding to the alternative Technical bid, if permissible, in accordance with ITB Clause 13; and
 - (c) any other document required in the BDS.
- 12. Bid Submission Sheets and Price Schedules**
 - 12.1 The Supplier shall submit the Technical bid and the Price bid using the appropriate Submission Sheets furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
 - 12.2 The Supplier shall submit, as part of the Price bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.
- 13. Alternative Bids**
 - 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
 - 14.1 The prices and discounts quoted by the Supplier in the Price bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
 - 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If no price is quoted for an item in the Price Schedule, the price shall be assumed to be included in the prices of other items.
 - 14.3 The price to be quoted in the Price bid Submission Sheet excluding any discounts offered.
 - 14.4 The Supplier shall quote any unconditional discounts and the methodology for their application in the Price bid Submission Sheet.
 - 14.5 The term Delivered Duty Paid (DDP), and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
 - 14.6 Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be quoted DDP (named final destination).
 - 14.7 Prices quoted by the Supplier shall be fixed during the Supplier's performance of the Contract and not subject to

variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Supplier shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

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| 15. Currencies of Bid | 15.1 | The unit rates and the prices shall be quoted by the Supplier entirely in the currency specified in the BDS. |
| 16. Documents Establishing the Eligibility of the Supplier | 16.1 | <p>To establish their eligibility in accordance with ITB Clause 4, Suppliers shall:</p> <ul style="list-style-type: none"> (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and (b) if the Supplier is an existing or intended JV in accordance with ITB Sub-Clause 4.1, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate. |
| 17. Documents Establishing the Eligibility of Goods and Related Services | 17.1 | To establish the eligibility of the Goods and Related Services, in accordance with ITB Clause 5, Suppliers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document | 18.1 | To establish the conformity of the Goods and Related Services to the Bidding Document, the Supplier shall furnish as part of its Technical bid the documentary evidence specified in Section V, Schedule of Supply. |
| | 18.2 | The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Supply. |
| | 18.3 | Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are |

intended to be descriptive only and not restrictive. The Supplier may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.

**19. Documents
Establishing
the
Qualifications
of the Supplier**

19.1 To establish its qualifications to perform the Contract, the Supplier shall submit as part of its Technical bid the evidence indicated for each qualification criteria specified in Section III, Evaluation and Qualification Criteria.

19.2 If so required in the BDS, a Supplier that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.

19.3 If so required in the BDS, a Supplier that does not conduct business within the Purchaser's Country shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

**20. Period of
Validity of
Bids**

20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Suppliers to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Supplier may refuse the request without forfeiting its Bid Security. A Supplier granting the request shall not be required or permitted to modify its Bid.

21. Bid Security

21.1 Unless otherwise specified in the BDS, the Supplier shall furnish as part of its bid, in original form, a Bid Security as specified in the BDS. The amount shall be as specified in the BDS.

21.2 The Bid Security shall be, at the Supplier's option, in any of the following forms:

- (a) a bank guarantee;
- (b) an irrevocable letter of credit; or
- (c) a cashier's or certified check;

all from a reputable bank from an eligible country. In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms, or another form acceptable to the Purchaser. The form must include the complete name of the Supplier. The Bid Security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

- 21.3 If a bid Security is required in accordance with ITB Sub-Clause 21.1, any Bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 21.2, shall be rejected by the Purchaser as nonresponsive.
- 21.4 The Bid Security of unsuccessful Suppliers shall be returned as promptly as possible upon the successful Supplier furnishing the Performance Security pursuant to ITB 39 and ITB Clause 40.
- 21.5 The Bid Security of the successful Supplier shall be returned as promptly as possible once the successful Supplier has signed the Contract and furnished the required Performance Security.
- 21.6 The Bid Security may be forfeited:
 - (a) if a Supplier withdraws its Bid during the period of bid validity as specified in ITB Clause 20.1, except as provided in ITB Sub-Clause 20.2; or
 - (b) if the successful Supplier fails to :
 - (i) sign the Contract in accordance with ITB Clause 39;
 - (ii) furnish a Performance Security in accordance with ITB Clause 40; or
 - (iii) accept the correction of its Bid Price pursuant to ITB Clause 31.
- 21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB Sub-Clause 16.1.

22. Format and Signing of Bid

- 22.1 The Supplier shall prepare one original of the Technical bid and one original of the Price bid as described in ITB Clause 11 and clearly mark each “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. In addition, the Supplier shall submit copies of the Technical bid and the Price bid, in the number specified in the BDS and clearly mark them “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID”. In the event of any discrepancy between the original and the copies, the original shall prevail.

- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Supplier. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialled by the person signing the Bid.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

- 23.1 The Supplier shall enclose the original of the Technical bid, the original of the Price bid, and each copy of the Technical bid and each copy of the Price bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL BID”, “ORIGINAL - PRICE BID” and “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 23.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Supplier;
 - (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1; and
 - (c) bear the specific identification of this bidding process indicated in the BDS.
- 23.3 The outer envelopes and the inner envelopes containing the Technical bids shall bear a warning not to open before the time and date for the opening of Technical bids, in accordance with ITB Sub-Clause 27.1.
- 23.4 The inner envelopes containing the Price bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB Sub-Clause 27.2.
- 23.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 23.6 Alternative Bids, if permissible in accordance with ITB Clause 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Clauses 22 and 23, with the inner envelopes marked in addition “ALTERNATIVE NO....” as appropriate.

24. Deadline for

- 24.1 Bids must be received by the Purchaser at the address and no

Submission of Bids		later than the date and time indicated in the BDS.
25. Late Bids	24.2	The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Suppliers previously subject to the deadline shall thereafter be subject to the deadline as extended.
	25.1	The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Supplier.
26. Withdrawal, Substitution, and Modification of Bids	26.1	<p>A Supplier may withdraw, substitute, or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All Notices must be:</p> <ul style="list-style-type: none"> (a) submitted in accordance with ITB Clauses 22 and 23 (except that Withdrawal Notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.
27. Bid Opening	26.2	Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Suppliers.
	26.3	No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause 20.1 or any extension thereof.
	27.1	The Purchaser shall conduct the opening of Technical bids in the presence of Suppliers’ representatives who choose to attend, at the address, date and time specified in the BDS.
	27.2	The Price bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price bids. The date, time, and location of the opening of Price bids will be advised in writing by the Purchaser. If the Technical bid and the Price bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price bid may be immediately resealed for later evaluation.

- 27.3 First, envelopes marked “WITHDRAWAL” shall be opened, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Supplier. No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
- 27.4 Next, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical bid and/or Substitution Price bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Supplier unopened. Only the Substitution Technical bid, if any, shall be opened, read out, and recorded. Substitution Price bids will remain unopened in accordance with ITB Sub-Clause 27.2. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 27.5 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical bid and/or Price bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical bids. Only the Technical bids, both Original as well as Modification are to be opened, read out, and recorded at the opening. Price bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 27.2.
- 27.6 All other envelopes holding the Technical bids shall be opened one at a time, and the following read out and recorded :
- (a) the name of the Supplier;
 - (b) whether there is a modification or substitution;
 - (c) the presence of a Bid Security, if required; and
 - (d) any other details as the Purchaser may consider appropriate.
- Only Technical bids and alternative Technical bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical bids except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.7 The Purchaser shall prepare a record of the opening of Technical bids that shall include, as a minimum: the name of the Supplier and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a Bid Security, if one was required. The Suppliers’ representatives who are present shall be requested to sign the record. The omission of a Supplier’s signature on the record shall not invalidate the contents and effect of the record. A

copy of the record shall be distributed to all Suppliers.

27.8 **In accordance with the applicable law, the Employer shall open the Price bids of only the Suppliers with the top two technical scores based on the result of the Technical Evaluation.**

27.9 At the end of the evaluation of the Technical bids, the Purchaser will invite **only the Suppliers with the top two technical scores** to attend the opening of the Price bids. The date, time, and location of the opening of Price bids will be advised in writing by the Purchaser. Suppliers shall be given reasonable notice of the opening of Price bids.

27.10 The Purchaser will notify Suppliers in writing who have been rejected and return their Price bids unopened.

27.11 The Supplier's representatives who are present shall be requested to sign a register evidencing their attendance.

27.12 The envelopes containing Price Bids of the **Suppliers with the top two technical scores** shall be opened one at a time and the following read out and recorded:

- (a) the name of the Supplier
- (b) whether there is a modification or substitution;
- (c) the Bid Prices, including any discounts and alternative offers; and
- (d) any other details as the Purchaser may consider appropriate.

Only Price bids, discounts, and alternative offers read out and recorded during the opening of Price bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price bids.

27.13 The Purchaser shall prepare a record of the opening of Price bids that shall include, as a minimum: the name of the Supplier, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Suppliers' representatives who are present shall be requested to sign the record. The omission of a Supplier's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Suppliers.

E. Evaluation and Comparison of Bids

28. Confidentiality 28.1 Information relating to the examination and evaluation of Bids, and recommendation of contract award, shall not be disclosed to Suppliers or any other persons not officially concerned with such process until information on Contract award is

communicated to all Suppliers.

28.2 Any attempt by a Supplier to influence the Purchaser in the examination and evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of opening the Technical bids to the time of Contract award, if any Supplier wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

29.1 To assist in the examination and evaluation of the Bids, the Purchaser may, at its discretion, ask any Supplier for a clarification of its Bid. Any clarification submitted by a Supplier that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price bids, in accordance with ITB Clause 31.

30. Responsiveness of Technical Proposal

30.1 The Purchaser's determination of the scores of a Technical bid is to be based on the contents of the Technical bid itself.

30.3 If a Technical bid does not attain the passing score specified in the Section III - Evaluation and Qualification Criteria, it shall be rejected by the Purchaser.

31. Nonconformities, Errors, and Omissions

31.1 For the Price bid which are opened in accordance with the ITB 27.8, the Purchaser will correct arithmetical errors during evaluation of Price bids on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32. Preliminary Examination of Bids

- 31.2 If the Supplier who obtained the highest score during the combined evaluation of the Technical and Financial Proposal does not accept the correction of errors, its Bid shall be disqualified and its Bid Security may be forfeited.
- 32.1 The Purchaser shall examine the Technical bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.4 have been provided, and to determine the completeness of each document submitted.
- 32.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Technical bid Submission Sheet in accordance with ITB Sub-Clause 12.1;
 - (b) written confirmation of authorization to commit the Supplier;
 - (c) Bid Security;
 - (d) Manufacturer's Authorization Certificate or Certificate that Supplier is an Authorized Dealer;
 - (e) The Supplier is required to include with its bid, evidence that it will be represented by an Agent in the Purchaser's country; and
 - (f) Proposed after-sales service/car maintenance Proposed after-sales service / car maintenance.
- 32.3 Likewise, following the opening of Price bids, the Purchaser shall examine the Price bids to confirm that all documents and financial documentation requested in ITB Sub-Clause 11.5 have been provided, and to determine the completeness of each document submitted.
- 32.4 The Purchaser shall confirm that the following documents and information have been provided in the Price bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Price bid Submission Sheet in accordance with ITB Sub-Clause 12.1; and
 - (b) Price Schedules, in accordance with ITB Clauses 12, 14, and 15.

33. Examination of Terms and Conditions; Technical

- 33.1 The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Supplier.
- 33.2 The Purchaser shall evaluate the technical aspects of the Bid

Evaluation		submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section V, Schedule of Supply of the Bidding Document have been met.
34. Evaluation of Bids	34.1	The Purchaser shall evaluate the Price bids of the Suppliers with the top two technical scores.
	34.2	To evaluate a Price bid, the Purchaser shall consider the following: <ul style="list-style-type: none"> (a) the Bid Price; (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.1; (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
35. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	35.1	The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Suppliers.

F. Award of Contract

36. Award Criteria	36.1	The Purchaser shall award the Contract to the Supplier with the highest combined technical and financial score evaluated with the procedure specified under Section III, Evaluation and Qualification Criteria, provided further that the Supplier has remained qualified to perform the Contract satisfactorily, on conducting verifications needed.
	36.2	A Bid shall be rejected if it is found on verification that the qualification criteria as specified in Section III, Evaluation and Qualification Criteria are no longer met by the Supplier with the first highest combined technical and financial score. In this event the Purchaser shall proceed to the Supplier with the second highest combined technical and financial score to make a similar reassessment of that Supplier's capabilities to perform satisfactorily.
37. Purchaser's Right to Vary Quantities at Time of Award	37.1	At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
38. Notification of Award	38.1	Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Supplier, in writing, that its Bid has been accepted. At the same time, the Purchaser shall also notify all other Suppliers of the results of the

bidding.

38.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

38.3 The Purchaser will publish in its website the results identifying the bid and lot numbers and the following information: (i) name of each Supplier who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Suppliers whose bids were rejected and the reasons for their rejection; and (v) name of the winning Supplier, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Suppliers may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Supplier who, after Publication of contract award, requests a debriefing.

**39. Signing of
Contract**

39.1 Promptly after notification, the Purchaser shall send to the successful Supplier the Agreement and the Special Conditions of Contract.

39.2 Within twenty (20) days of receipt of the Agreement, the successful Supplier shall sign, date, and return it to the Purchaser.

**40. Performance
Security**

40.1 Within twenty (20) days of the receipt of notification of award from the Purchaser, the successful Supplier shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to the Purchaser.

40.2 Failure of the successful Supplier to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Supplier with the second highest combined technical and financial scores and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	The identification number of the Invitation for Bids is: ICB/037/PN-2017 The number and description of lots comprising this ICB is: Not Applicable
ITB 1.1	The Purchaser is: National Parliament of RDTL
ITB 1.1	The name of the ICB is: Supply of Vehicles for National Parliament of Timor-Leste
ITB 5.5	The Bidder is required to include with its Bid, documentation from the Manufacturer of the Goods, that it has been duly authorized to supply, in the Purchaser's country, the Goods indicated in its Bid.
B. Bidding Document	
ITB 6.2	A Pre-Bid meeting shall take place at the following date, time and place: Date: 26 July 2017 Time: 15:00 hours local time Place: National Procurement Commission Avenida de Balide, Dili, Timor-Leste. Attending the Pre-Bid meeting by a bidder is not mandatory . If a bidder does not attend the Pre-Bid meeting, the bid will not be rejected on the ground of non-attendance of the meeting.
ITB 7.1	For clarification purposes only, the Purchaser's address is: Jefri Neto National Procurement Commission Avenida de Balide, Dili, Timor-Leste Phone : +670 3331101 Email : jpeloi@cna.gov.tl Copy to : adorosario@cna.gov.tl ; ardosoares@cna.gov.tl ; rlatif@cna.gov.tl and fmartins@cna.gov.tl The deadline for the submission of request for clarification shall be ten (10) working days before the submission of bids.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: ENGLISH
ITB 13.1	Alternative Bids ARE NOT permitted.
ITB 14.5	The Incoterms edition is: DDP Incoterms 2010 .
ITB 14.6	Place of final destination is: National Parliament, Rua de Formosa, Dili, Timor-Leste .
ITB 14.7	The prices quoted by the Bidder shall be: FIXED PRICE .
ITB 15.1	The currency of the Bid shall be: United States Dollar (US\$) .
ITB 19.2	Manufacturer's Authorization Certificate or Certificate that Bidder is an Authorized Dealer is: required.
ITB 19.3	The Bidder is required to include with its bid, evidence that it will be represented

	by an Agent in the Purchaser's country.
ITB 20.1	The bid validity period shall be One hundred and Twenty (120) calendar days.
ITB 21.1	<p>A Bid Security is required. The Bid Security shall be in the form of a Bank Guarantee in the format provided in Section IV bidding forms.</p> <p>The amount and currency of the Bid Security is USD 50,000.00 Validity period of Bid Security : 120 days + 28 days = 148 days</p>
D. Submission and Opening of Bids	
ITB 22.1	<p>The Bidder must submit:</p> <p>(a) Technical Bid: one (1) original and two (2) copies and one (1) electronic copy in CD; and</p> <p>(b) Price Bid: one (1) original</p>
ITB 22.2	<p>The written confirmation of Authorization to sign on behalf of the Bidder shall consist of:</p> <p>(a) A Power of Attorney with appropriate certification of signatory's authority.</p> <p>(b) Bids submitted by an existing or intended JV shall include an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p>
ITB 23.2 (c)	<p>The identification of this bidding process is:</p> <p>Supply of Vehicles for National Parliament of Timor-Leste</p> <p>IFB No.: ICB/037/PN-2017</p>
ITB 24.1	<p>For bid submission purposes only, the Purchaser's address is :</p> <p>TENDER BOX</p> <p>National Procurement Commission</p> <p>Avenida de Balide, Dili, Timor-Leste</p> <p>The deadline for bid submission is:</p> <p>Date: 14 August 2017; Time 15:00 hours local time</p>
ITB 27.1	<p>The technical bid opening shall take place at office of the:</p> <p>National Procurement Commission</p> <p>Avenida de Balide, Dili, Timor-Leste</p> <p>Phone : +670 3331101</p> <p>Date: 14 August 2017; Time: 15:00 hours local time</p> <p>Immediately after the closing time of bid submission</p>
ITB 37.1	Not Applicable

Section III. Evaluation and Qualification Criteria

The evaluation shall be based on the documents that the Supplier has submitted with its Bid. Therefore, the Supplier is reminded to submit all the necessary information and documentation to enable the Purchaser to make an evaluation. Failure of the Supplier to provide the necessary information may result in the rejection of the Bid.

Bid evaluation shall be undertaken in two stages. The first stage will be the Evaluation of Technical Proposals applying the technical evaluation criteria, subcriteria, and scoring system specified below. The maximum technical score is 500 points and **the passing score for Supplier qualification is 375 points.**

The second stage will be the evaluation of the price proposals of **only the Suppliers with the top two technical scores** based on the result of the first stage evaluation above. To determine the “price score”, the lowest evaluated bid price X will automatically score 500 for the price component evaluation. Other Suppliers with bid price Y will be assigned a price proposal score = $500 (X / Y)$.

The final ranking shall be determined by combining the Technical and Price scores, applying a **Technical: Price Ratio of 20:80.**

Technical Evaluation:

The technical evaluation will be undertaken in two steps. The first step will be the determination of the Supplier’s compliance to the basic bid and eligibility requirements to be undertaken on a “Pass or Fail” basis.

1. The following documentation shall be checked:
 - Signatory to the bid is authorized to commit the Supplier as evidenced by a Power of Attorney submitted with the Bid;
 - Valid Business Registration Certificate from country of domicile;
 - Bid Security, in accordance with ITB Clause 21.1
 - Manufacturer’s Authorization Certificate or Certificate that Supplier is an Authorized Dealer.
 - The Supplier is required to include with its bid, evidence that it will be represented by an Agent in the Purchaser’s country.
 - Proposed after-sales service/car maintenance Proposed after-sales service / car maintenance
2. The Purchaser shall also examine the Technical Proposals to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Supplier without any reservation;
3. The Purchaser shall evaluate the Supplier’s compliance to the specification requirements of the Goods and shall also confirm that all other requirements specified in Section V, Schedule of Supply of the Bidding Document have been met without any material deviation.
4. The Purchaser shall also confirm that:

- The Supplier is not subject of current sanctions or declaration of ineligibility for fraud and corruption by the Purchaser or International Financial Institutions (IFI)
- Supplier does not have a conflict of interest with one or more parties participating in or executing this bidding process; and
- In the case of a joint venture, confirm that the Supplier submitted a certification that all parties shall be jointly and severally liable and that the Supplier has nominated a Representative who shall have the authority to conduct all business for and on behalf of any and all parties of the joint venture during the bidding process, and in the event the joint venture is awarded a contract, also during contract execution.

Only those Suppliers which passed the Step 1 evaluation shall be considered further in the Step 2 – Technical evaluation which is to evaluate and score the technical proposals on the criteria and scoring system provided below:

Financial Situation

Historical Financial Performance – Evaluation Weight 10

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Supplier's country, other financial statements acceptable to the Purchaser, for the last three (3) years (2014- 2016) to demonstrate the current soundness of the Supplier's financial position. As a minimum, the Supplier's net worth calculated as the difference between total assets and total liabilities should be positive and minimum 10% of Liability.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments

Average Annual Turnover – Evaluation Weight 15

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of US\$ 4.5 Million calculated as total certified payments received for contracts in progress or completed, within the last 3 years (2014-2016) .	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2

Financial Resources – Evaluation Weight 35

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Availability of or access to working capital, lines of credit, and bank Statement sufficient to meet cash flow requirement which is US\$ 2,500,000.00 .	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN – 3

Contractual Experience – Evaluation Weight 30

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Successful completion as main supplier within the last ten (10) years , of at least two (2) contracts each valued at two (2) Million United States Dollars with nature, and complexity similar to the scope of supply.	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1

Delivery and Completion Schedule – Evaluation Weight 10

Suppliers are required to base their prices on the Delivery and Completion Schedule as specified below.

Suppliers are encouraged to provide its best offer in terms of a shorter delivery period which this will be duly considered in the evaluation of bids. Delivery and Completion Schedule is **60 calendar days** from the Notice to Proceed.

The scoring shall be in accordance with the following table:

Score	Score Definition
0	Not acceptable, has not met any reasonable criteria
1	Has only met few minimum requirements, and is not acceptable
2	Has only met some minimum requirements but not all, and may not be acceptable
3	Has met most of the minimum requirements, and may be acceptable
4	Has met all of the minimum requirements, and is acceptable
5	Has met and exceeded all requirements, and is acceptable

Section IV. Bidding Forms

Technical Bid Submission Sheet

Date: _____

Invitation for Bid No.: **ICB/037/PN-2017**

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____
- (a) We offer to provide services in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section V, Schedule of Supply for:
Supply of Vehicles for National Parliament of Timor-Leste;
- (b) Our Bid shall be valid for a period of **One Hundred and Twenty (120) days** from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (c) If our Bid is accepted, we commit to obtain a Performance Security in the amount of **five percent (5%)** of the Contract Price for the due performance of the Contract;
- (d) We are not participating, as Suppliers, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (e) We are not subject to current sanctions or declaration of ineligibility for fraud and corruption by the Purchaser/Supplier or by International Financial Institutes (IFI);
- (f) We do not have a conflict of interest with one or more parties participating in or executing this bidding process;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Purchaser;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit the Purchaser or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by Purchaser.

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of: _____

Date: _____

Price Bid Submission Sheet

Date: _____
Invitation for Bid No.: **ICB/037/PN-2017**

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____
- (b) We offer to provide services in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section V, Schedule of Supply, for:
Supply of Vehicles for National Parliament of Timor-Leste;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:

- (d) The discounts offered and the methodology for their application are: _____

- (e) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:
- | Name of Recipient | Address | Reason | Amount |
|--|---------|--------|--------|
| (If none has been paid or is to be paid, indicate "none.") | | | |
- (f) We agree to permit the Purchaser or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by Purchaser.

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of: _____

Date: _____

PRICE SCHEDULE

All prices for supply of Vehicles to be quoted in USD and shall be on the basis of DDP (Incoterm 2010), National Parliament RDTL, Dili, Timor-Leste. Including all charges.

Item No.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
				Currency (USD)	
1	2	3	4	5	6 = 4 x 5
1	Toyota Land Cruiser Prado	Each	68		
Total Amount					

Bid Security

Date: _____
Invitation for Bid No.: **ICB/037/PN-2017**

To: _____

Whereas _____
(here in after “the Supplier”) has submitted its Bid dated _____ for
IFB No.: **ICB/037/PN-2017** for **Supply of Vehicles for National Parliament of Timor-Leste**;
the herein after called “the Bid.”

KNOW ALL PEOPLE by these presents that WE _____ of
_____ having our registered office at
_____ (hereinafter “the Guarantor”), are
bound _____ unto _____
_____ (hereinafter
“the Purchaser”) in the sum of _____ for
which payment well and truly to be made to the aforementioned Purchaser, the Guarantor binds
itself, its successors, or assignees by these presents. Sealed with the Common Seal of this
Guarantor this _____ day of _____, _____.

THE CONDITIONS of this obligation are the following:

1. If the Supplier withdraws its Bid during the period of bid validity specified by the Supplier in the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or
2. If the Supplier, having been notified of the acceptance of its Bid by the Purchaser, during the period of bid validity, fails or refuses to:
 - (a) execute the Contract; or
 - (b) accept the correction of its Bid by the Purchaser, pursuant to ITB Clause 31; or
 - (c) furnish the Performance Security, in accordance with the ITB Clause 40.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Name: _____

In the capacity of: _____

Manufacturer's Authorization

Date: [insert date (as day, month and year) of Bid Submission]

ITB No.: **ICB/037/PN-2017**

To: [insert complete name of Purchaser]

WHEREAS

We [insert complete name of Manufacturer/Dealer], who are official manufacturers or sale of [insert type of goods manufactured], having factories or whole sale dealer at [insert full address of Manufacturer's factories or place], do hereby authorize [insert complete name of Supplier] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Dated on _____ day of _____, _____ [insert date of signing]

[The Supplier shall require the Manufacturer or dealer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer or Dealer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Supplier shall include it in its bid, if so indicated in the BDS.]

Supplier Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Supplier shall provide the information requested in the corresponding Information sheets included hereunder.

Form FIN - 1: Historical Financial Performance

Each Supplier must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Data for Previous ____ Years [\$ Equivalent]		
Year 1:	Year 2:	Year __:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of joint ventures, to the corresponding Joint Venture Partner's FIN - 3.
-----------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last ____ years, as indicated above, complying with the following conditions:

- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Supplier and not the Supplier's parent companies, subsidiaries, or affiliates.
- Historical financial statements must be audited by a certified accountant.
- Historical financial statements must be complete, including all notes to the financial statements.
- Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Average Annual Turnover

Each Supplier must fill out this form.

The information supplied should be the Annual Turnover of the Supplier or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Annual Turnover Data for the Last . . . Years			
Year	Amount Currency	Exchange Rate	\$ Equivalent
Average Annual Turnover			

Form FIN - 3: Cash Flow Capacity

Specify proposed sources of financing, such as working capital, lines of credit, and Bank Statements available to meet the cash flow requirements indicated under Section 3 (Evaluation and Qualification Criteria).

Financial Resources		
No.	Source of financing	Amount (\$ equivalent)
1		
2		
3		

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract.

Contractual Experience		
Contract No of	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount		
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criterion of Section 3 (Evaluation and Qualification Criteria)		

Eligibility

Supplier's Information Form

**Bid reference: Supply of Vehicles for National Parliament of Timor-Leste
(IFB No: ICB/037/PN-2017)**

1. Name of company
.....
2. Registered address
.....
Telephone Fax..... TelexE-mail.....
3. Names and nationalities of principals/directors and associates
.....
4. Type of company (natural person, partnership, corporation, etc.)
.....
5. Description of company
6. Company's nationality
7. Number of years' experience
- in own country.....
- internationally
8. Registration details
.....
9. Equity in the company Shares
(%).....
10. Name(s) and address(es) of companies involved in the project and whether
parent/subsidiary/subcontractor/other:.....
11. If the company is a subsidiary, what involvement, if any, will the parent company have in the project?
.....
12. Foreign companies must state whether they are established in Timor-Leste in accordance with applicable
regulations (for information only)

Attached are copies of the following original documents.

Please attach copy of the registration certificate

- ☐ 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.
- ☐ 2. Authorization to represent the firm or JV named in above
- ☐ 3. In case of JV, letter of intent to form JV or JV agreement

Signature:

(a person or persons authorised to sign on behalf of the Supplier)

Date:.....

JV Information Sheet

Bid reference: Supply of Vehicles for National Parliament of Timor-Leste
(IFB No: ICB/037/PN-2017).

Each member of a JV must fill in this form

JV Information	
Supplier's legal name	
JV Partner's legal name	
JV Partner's country of constitution	
JV Partner's year of constitution	
JV Partner's legal address in country of constitution	
JV Partner's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents. <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above <input type="checkbox"/> 2. Authorization to represent the firm named above <input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law	

Signature:

(a person or persons authorised to sign on behalf of the Supplier)

Date:.....

Section V. Schedule of Supply

Contents

Vehicle Specification.....	5-2
List of Related Services.....	5-3
Delivery Schedule.....	5-4

Vehicle Specification

TOYOTA LAND CRUISER PRADO OR EQUIVALENT		
Engine	Type	3.0 Liter, 16 Valve DOHC 1KD-FTV, 4 Cylinder, In-line
	Cubic Capacity	2,982cc
	Power	120Kw / 3400rpm
	Torque	400Nm / 1600 - 2800rpm
	Fuel Distribution	Common Rail Diesel Type
Dimensions	LXWXH (mm)	4,950 x 1,885 x 1,890
Weight	Gross Vehicle Weight	2,990Kg
Transmission		6 Speed Manual, 4WD
Suspension	Front	Double Wishbone Coil Spring
	Rear	4-link Type Suspension
Tyres		265/65R17 7.5J Alloy
Brakes	Front	Ventilated Discs
	Rear	Ventilated Discs
Fuel	Type	Diesel
	Capacity	87 Litres (+63 Extra)
Exterior Colours		Super White 2
Standard Features		
<div><div><div>Interior, Comfort & Convenience</div><div>Grade Package TX-L Smart Entry & Start System Electrically Adjustable FR + RR windows Dual Auto Air/Con with Front & Rear Controls Tilt and Telescopic Steering Wheel Centre console AM/FM/CD Player with Bluetooth, 6 Speaker Fabric 5 + 2 Seats 2nd Row Seat 40:20:40, 3rd Row split 50:50 Conversation Mirror Intermittent Windscreen Wiper & RR Window Washer/Wiper Power Steering with Variable Flow Control Steering Wheel Swiches Audio and Bluetooth Bluetooth Cellphone Interphase USB Input Terminal Lockable Glovebox Overhead Storage for sun glasses Leather Steering Wheel & Gear Shift Knobs Moon & Sun roof 4WD Switch Dial (H4/L4)</div></div><div><div>Exterior</div><div>Roof Rails Rear Spoiler Halogen Headlamps Front Fog & Driving Lamps Side Steps Body coloured Front & Rear Bumpers Spare wheel on Rear Door with Hard Cover Engine Sump Protector & Fuel Tank protector Side Mirror housing with turn indicators Front & Rear Mud flaps</div><div><div>Safety & Security</div><div>Side Door Impact Beams ABS w/ Vehicle Stability Control (VSC) Active Traction Control (A-TRC) D(Single+Knee+Side)+ P(Single+Side) +FR/RR C.S.Airbags. Alarm + Immobilser Impact Absorbing Steering Wheel Column ISO-FIX Rear child seat Anchor</div></div></div></div>		

*** New Vehicle Limited Warranty:- For a period of 36 Months or 100,000 Kilometers, Whichever comes first**

List of Related Services

The Related Services to be provided are: Maintenance Service wherein labor services shall be free-of-charge: 5,000km; 10,000km; 15,000km; 20,000km

Delivery and Completion Schedule

The goods must be delivered no later than **two (2) months** from the time of the Supplier received the Notice to proceed from the Purchaser.

No credit will be given in the technical evaluation for Suppliers offering shorter delivery times and bids offering a longer delivery period will be rejected as non-responsive.

General Conditions of Contract

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1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to

perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(o) “The Site,” where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt Practices

3.1 The Purchaser requires bidders and suppliers to observe the highest standard of ethics during the procurement and execution of such contract. In pursuance of this policy, the Purchaser:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(b) will reject a proposal for award if it determines that the Supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

(c) will sanction a firm or an individual, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Purchaser -financed activities if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices.

- 3.2 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) EXW, CIF, CIP, DDP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

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| 5. Language | 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern. |
| | 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation. |
| 6. Joint Venture, Consortium or Association | 6.1 Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser. |
| 7. Eligibility | 7.1 In terms of eligible source countries for supply of goods and related services. The Purchaser currently has no specific restrictions. |
| | 7.2 For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components. |
| 8. Notices | 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt. |
| | 8.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later. |
| 9. Governing | 9.1 The Contract shall be governed by and interpreted in |

Law		accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.
10. Settlement of Disputes	10.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	10.2	If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
11. Scope of Supply	11.1	Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Supply.
	11.2	Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
12. Delivery	12.1	Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
13. Supplier's Responsibilities	13.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
14. Purchaser's Responsibilities	14.1	Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
	14.2	The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.
15. Contract	15.1	The Contract Price shall be as specified in the Agreement

- Price** subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment**
- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
- 17. Taxes and Duties**
- 17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within the Purchaser's country.
- 17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall, within Twenty (20) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) now or hereafter enters the public domain through no fault of that party;
 - (b) can be proven to have been possessed by that party at

the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

- (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and

23.1 The Supplier shall provide such packing of the Goods as is

Documents	required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
	23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
24. Insurance	24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
25. Transportation	25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Supply.
26. Inspections and Tests	<p>26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Supply.</p> <p>26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including</p>

the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent
Indemnity**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the

Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of gross negligence or willful misconduct :
 - (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
 - (b) the aggregate liability of the Supplier to the Purchaser,

whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

**31. Change in
Laws and
Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force
Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change
Orders and
Contract**

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the

Amendments

following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or

- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's country is: Democratic Republic of Timor-Leste
GCC 1.1(j)	The Purchaser is: National Parliament of the Democratic Republic of Timor-Leste Office address: Rua de Formosa, Dili, Timor-Leste
GCC 1.1 (o)	The Site is: National Parliament, Dili, Timor-Leste
GCC 4.2 (a)	The version of Incoterms shall be: DDP Incoterms 2010.
GCC 5.1	The language shall be: English
GCC 6.1	The individuals or firms in a joint venture, consortium or association are jointly and severally liable.
GCC 8.1	For notices, the Purchaser's address shall be: Attention: Lino Soares de Carvalho, National Parliament of Timor-Leste Email: lino.carvalho@parlamento.tl Office address: Rua de Formosa, Dili, Timor-Leste
GCC 9.1	The governing law shall be: The Law of Democratic Republic of Timor-Leste.
GCC 10.2	The formal mechanism for the resolution of disputes shall be: The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: (a) Contract with foreign Supplier: All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. (b) Contracts with Supplier national of the Purchaser's country: In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.

GCC 11.1	The scope of supply shall be defined in: Section V, Schedule of Supply, Supply of Vehicles for National Parliament of Timor-Leste
GCC 12.1	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>(a) For Goods supplied from abroad:</p> <p>GCC 12.1 – Upon shipment, the supplier shall notify the Purchaser and Insurance Company by cable the full details of the consignment including contract number, description of Goods, quantity, the vessel name, the bill of lading number and date, port of loading and discharge, shipment date etc. The supplier shall mail the following documents to the Purchaser with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i) 3 copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) One (1) Original negotiable, clean, on-board Bill of Lading (B/L) marked as “freight prepaid” and three (3) copies non-negotiable Bill of Lading; (iii) 1 Original and 2 Copies of packing list identifying contents of each package; (iv) Insurance Certificate; (v) Manufacturer’s or Supplier’s Warranty Certificate; (vi) Certificate of Origin <p>The above documents shall be received by the Purchaser at least two (2) weeks before arrival of the Goods at the final delivery destination.</p> <p>(b) For Goods supplied within the Purchaser’s country:</p> <p>GCC 12.1 – Prior to delivery of the Goods to the final destination, the Supplier shall notify the Purchaser and submit the following to the Purchaser:</p> <ul style="list-style-type: none"> (i) 3 copies of the Delivery Note, Packing List (ii) Manufacturer’s Warranty Certificate (iii) Certificate of Origin (iv) 3 copies of the Supplier’s invoice <p>The above documents shall be received by the Purchaser at least one (1) week before arrival of the Goods at the final delivery destination.</p>
GCC 15.2	The price adjustment shall be: Not Applicable

GCC 16.1	<p>The terms of payment shall be:</p> <p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <ul style="list-style-type: none"> a) Advance Payment: Twenty percent (20%) of the Contract Price shall be paid within thirty (30) days upon signing of the Contract, and submission of claim with unconditional bank guarantee for equivalent amount valid until the Goods are delivered at the final destination. The bank guarantee shall be in the form provided in the bidding documents or another form acceptable to the purchaser and shall be issued by a bank with Standard & Poor's credit rating of BB+ or higher. b) On DDP (National Parliament of Timor-Leste, Rua de Formosa, Dili, Timor-Leste) and Acceptance: Eighty percent (80%) of the Contract Price shall be paid within thirty (30) days upon submission of claim supported by the Certificate of Acceptance issued by the Purchaser.
GCC 16.4	The currencies for payments shall be: United States Dollar (US\$).
GCC 18.1	The Supplier shall provide a Performance Security of Five Percent (5%) of the Initial Contract Price. The Performance Security shall be denominated in United States Dollar (US\$).
GCC 18.3	<p>The Performance Security shall be in the amount equivalent to FIVE PERCENT (5%) of the Contract Amount.</p> <p>In case the Bank issuing the guarantee is located outside Timor-Leste, it shall have a correspondent bank located in Timor-Leste to make the guarantee enforceable.</p> <p>In accordance with RDTL Decree Law 1/2017, Article 9 nos 2 and 3, the following should be followed for the performance security:</p> <ul style="list-style-type: none"> 2) If the above mentioned bank security corresponds to an amount between 500.000 e 1.000.000 USD, it issued by a commercial bank rated BB+ or higher. 3) If the above mentioned bank security corresponds to an amount less than 500.000 USD, it issued by any commercial bank.
GCC 18.4	Discharge of Performance Security shall take place: Not later than twenty (20) days following the date of completion of the Supplier's performance obligations under the Contract including warranty period.

GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>Name of Contract: Supply of Vehicles for National Parliament of Timor-Leste</p> <p>Name of Purchaser is: National Parliament of Timor-Leste</p> <p>Lino Soares de Carvalho-Chefe DIPAL</p> <p>Office address: Rua. Formosa, Dili, Timor-Leste</p> <p>email: lino.carvalho@parlamento.tl</p> <p>Additionally, For Goods imported outside the Purchaser's country shall be:</p> <p>(i) Shipment by sea freight, the Goods to be packed seaworthy and protected so as to prevent any damage during port handling, deterioration during transit and transportation to the final delivery destination as specified in Section V, Schedule of Supply.</p> <p>(ii) Sufficient packing to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation during the transportation of the Goods' to the final destination.</p>
GCC 24.1	The insurance coverage shall be 100% of Contract Price.
GCC 26.2	<p>The Purchaser or his representative will also inspect the Goods at final destination; upon passing the inspection satisfactorily the Purchaser will issue Certificate of Acceptance.</p> <p>The Supplier is required to enclose the Certificate of Acceptance with invoice when submitting claim for final payment.</p>
GCC 27.1	The liquidated damage shall be: One-tenth (1/10) of one percent of the initial contract price per day.
GCC 27.1	The maximum amount of liquidated damages shall be: Ten percent (10%) of the initial contract.
GCC 28.3	<p>All products shall have remaining shelf life : Not Applicable</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p>National Parliament, Rua de Formosa, Dili, Timor-Leste</p>
GCC 28.5	The Supplier shall replace any defects covered by the Warranty within: thirty (30) days of being notified by the Purchaser of the occurrence of such defects
GCC 30.1	The amount of aggregate liability shall be: One hundred percent of the (100%) of the accepted contract price.

Section VIII. Contract Forms

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Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Purchaser”), of the one part, and _____ of _____ (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., **Supply of Vehicles for National Parliament of Timor-Leste (IFB No.: ICB/037/PN-2017)** and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of _____ (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Purchaser’s Notification to the Supplier of Award of Contract;
 - (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) the Special Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (e) the Schedule of Supply; and
 - (f) _____.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (for the Purchaser)

Signed by _____ (for the Supplier)

Performance Security

.....*Bank's Name, and Address of Issuing Branch or Office*.....

Beneficiary: *Name and Address of Employer*

Date:

Performance Guarantee No.:.....

We have been informed that *name of the Contractor*. (hereinafter called "the Contractor") has entered into Contract No. *reference number of the Contract*. dated with you, for the execution of *name of contract and brief description of Works*. (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *name of the Bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of US Dollars (USD) *amount in figures*. (*amount in words*.) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of , and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....
Seal of Bank and Signature(s)

Note: All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

Advance Payment Security

.....*Bank's Name, and Address of Issuing Branch or Office*.....

Beneficiary: *Name and Address of Employer*

Date:

Advance Payment Guarantee No.:

We have been informed that *name of the Contractor*. (hereinafter called "the Contractor") has entered into Contract No. *reference number of the Contract*. dated with you, for the execution of *name of contract and brief description of Works*. (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *name of the currency and amount in figures**. (. *amount in words*.) is to be made against an advance payment guarantee.

At the request of the Contractor, we *name of the Bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures*. (. *amount in words*.) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has failed to repay the advance payment in accordance with the conditions of the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *Contractor's account number*. at *name and address of the Bank*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Contract Price has been certified for payment, or on the . . . day of **, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date..

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

.....
Seal of Bank and Signature(s)

Note: All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

Letter of Acceptance

_____ (date)

To: (name and address of Supplier)

Attention: (name of authorised officer)

Dear _____,

This is to notify you that your bid dated _____ for the execution of the (name of Contract and identification number as given in the Special Conditions of Contract) for the Contract Price of _____ (amount in words and figure), is hereby accepted by our Office.

You are requested to furnish the Performance Security within 14 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section 8 (Contract Forms) of the Bidding Document.

Authorized Signature:

.....

Name and Title of Signatory:

.....