



**Instituto do Petróleo e Geologia – Instituto Público
(IPG)**

BIDDING DOCUMENT

Supply of Vehicles for Institute of Petroleum and Geology (IPG).

Issued on: 5 OCTOBER 2016

IFB No.: 01/IPG-AM/IX/2016

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Section I. Instructions to Bidders

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A. General

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| 1. Scope of Bid | <p>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 and Related Services incidental there to as specified in Section V, Schedule of Supply (SS). The name and identification of the International Competitive Bidding (ICB) are provided in the BDS.</p> <p>1.2 Throughout this Bidding Document:</p> <ul style="list-style-type: none">(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 | <p>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.</p> |
| 3. Corrupt Practices | <p>3.1 The Purchaser requires the bidders to observe the highest standard of ethics during the procurement and execution of such contract. In pursuance of this policy, the Purchaser:</p> <ul style="list-style-type: none">(a) defines, for the purposes of this provision, the terms set forth below as follows:<ul style="list-style-type: none">(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 bid for award if it determines that the bidder 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 bidder'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.

4. Eligible Bidders

- 4.1 A Bidder 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 Bidders found to have a conflict of interest shall be disqualified. A Bidder 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 Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder 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

Bidder, in more than one bid; or

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

B. Contents of Bidding Document

5. Sections of the Bidding Document

- 5.1 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 7.

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

- 5.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 5.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.
- 5.4 The Bidder 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.

6. Clarification of Bidding Document

- 6.1 A prospective Bidder 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 ten (10) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders 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 7 and Sub-Clause 21.2.
- 7. Amendment of Bidding Document**
- 7.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 7.2 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.
- 7.3 To give prospective Bidders 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 21.2

C. Preparation of Bids

- 8. Cost of Bidding**
- 8.1 The Bidder 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.
- 9. Language of Bid**
- 9.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder 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.
- 10. Documents Comprising the Bid**
- 10.1 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.
- 10.2 Initially, only the Technical Bids are opened at the address, date and time specified in ITB Sub-Clause 24.1. 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.
- 10.3 The Price Bids of the Bidders 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 Bidder who got the highest score in the combined technical and financial evaluations.
- 10.4 The Technical Bid shall contain the following :
- (a) Technical Bid Submission Sheet;
 - (b) Bid Security, in accordance with ITB Clause 18;
 - (c) written confirmation authorizing the signatory of the Bid

- to commit the Bidder, in accordance with ITB Clause 19;
- (d) documentary evidence in accordance with ITB Clause 15 establishing the Bidder's eligibility to bid;
 - (e) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
 - (f) any other document required in the BDS.
- 10.5 The Price Bid shall contain the following:
- (a) Price Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 11, 13, and 14;
 - (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB Clause 12; and
 - (c) any other document required in the BDS.
- 11. Bid Submission Sheets and Price Schedules**
- 11.1 The Bidder 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.
- 11.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for the Services, using the forms furnished in Section IV, Bidding Forms.
- 12. Alternative Bids**
- 12.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 13. Bid Prices and Discounts**
- 13.1 The prices and discounts quoted by the Bidder in the Price Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 13.2 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.
- 13.3 The price to be quoted in the Price Bid Submission Sheet excluding any discounts offered.
- 13.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Price Bid Submission Sheet.
- 13.5 Prices quoted by the Bidder shall be fixed during the Bidder'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 27. However, if in accordance with the BDS, prices quoted by the Bidder 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.
- 14. Currencies of Bid** 14.1 The unit rates and the prices shall be quoted by the bidder entirely in the currency specified in the BDS.
- 15. Documents Establishing the Eligibility of the Bidder** 15.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall:
- (a) Submit a valid Business Registration certificate
 - (b) complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and
 - (c) if the Bidder 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.
- 16. Documents Establishing the Qualifications of the Bidder** 16.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Bid the evidence indicated for each qualification criteria specified in Section III, Evaluation and Qualification Criteria.
- 17. Period of Validity of Bids** 17.1 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.
- 17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders 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 18.1, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 18. Bid Security** 18.1 The Bidder shall furnish as part of its bid, a Bid Security in the form of a Bid Securing Declaration.
- 18.2 The Bid Securing Declaration shall use the form included in Section 4 (Bidding Forms)
- 18.3 Any Bid not accompanied by a Bid Securing Declaration shall be rejected by the Employer as nonresponsive.
- 18.4 The Bid Securing Declaration shall be executed:
- (a) if a Bidder withdraws its Bid during the period of bid validity as specified in ITB Clause 17.1, except as provided in ITB Sub-Clause 17.2; or

- (b) if the successful Bidder fails to :
 - (i) sign the Contract in accordance with ITB Clause 39;
 - (ii) furnish a Performance Security in accordance with ITB Clause 37; or
 - (iii) accept the correction of its Bid Price pursuant to ITB Clause 28.

18.5 The Bid Securing Declaration of a JV shall 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 Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 15.1.

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid as described in ITB Clause 10 and clearly mark each “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. In addition, the Bidder 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.

19.2 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 Bidder. 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.

19.3 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

20. Sealing and Marking of Bids

20.1 The Bidder 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 12, 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.

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- 20.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 21.1; and
 - (c) bear the specific identification of this bidding process indicated in the BDS.
- 20.3 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 24.1.
- 20.4 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 24.2.
- 20.5 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.
- 20.6 Alternative Bids, if permissible in accordance with ITB Clause 12, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Clauses 19 and 20, with the inner envelopes marked in addition “ALTERNATIVE NO....” as appropriate.
- 21. Deadline for Submission of Bids**
- 21.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 21.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 22. Late Bids**
- 22.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 21. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 23. Withdrawal, Substitution, and Modification of Bids**
- 23.1 A Bidder 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 19.2 (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:
- (a) submitted in accordance with ITB Clauses 19 and 20 (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 21.

23.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 23.1 shall be returned unopened to the Bidders.

23.3 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 17.1 or any extension thereof.

24. Bid Opening

24.1 The Purchaser shall conduct the opening of Technical Bids in the presence of Bidders’ representatives who choose to attend, at the address, date and time specified in the BDS.

24.2 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.

24.3 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 Bidder. 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.

24.4 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 Bidder 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 24.2. 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.

24.5 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 24.2.

24.6 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 Bidder;
- (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 22.1.

- 24.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder 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 Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder'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 Bidders.
- 24.8 **In accordance with the applicable law, the Purchaser shall open the Price Bids of only the Bidders with the top two technical scores based on the result of the Technical Evaluation.**
- 24.9 At the end of the evaluation of the Technical Bids, the Purchaser will invite **the Bidders 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. Bidders shall be given reasonable notice of the opening of Price Bids.
- 24.10 The Purchaser will notify Bidders in writing who have been rejected and return their Price Bids unopened.
- 24.11 The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 24.12 The envelopes containing Price Bids of the **Bidders 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 Bidder
 - (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.

- 24.13 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder'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 Bidders.

E. Evaluation and Comparison of Bids

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| 25. Confidentiality | <p>25.1 Information relating to the examination and evaluation of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</p> <p>25.2 Any attempt by a Bidder to influence the Purchaser in the examination and evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>25.3 Notwithstanding ITB Sub-Clause 25.2, from the time of opening the Technical Bids to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p> |
| 26. Clarification of Bids | <p>26.1 To assist in the examination and evaluation of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder 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 28.</p> |
| 27. Responsiveness of Technical Bid | <p>27.1 The Purchaser's determination of the scores of a Technical Bid is to be based on the contents of the Technical Bid itself.</p> <p>27.2 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.</p> |
| 28. Nonconformities, Errors, and Omissions | <p>28.1 For the Price Bid which are opened in accordance with the ITB 24.8, the Purchaser will correct arithmetical errors during evaluation of Price Bids on the following basis:</p> <p style="margin-left: 40px;">(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</p> |

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.

28.2 If the Bidder who obtained the highest score during the combined evaluation of the Technical and Financial Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security may be forfeited.

29. Preliminary Examination of Bids

29.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 10.4 have been provided, and to determine the completeness of each document submitted.

29.2 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 11.1;
- (b) written confirmation of authorization to commit the Bidder;
- (c) Bid Security, if applicable; and

29.3 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 10.5 have been provided, and to determine the completeness of each document submitted.

29.4 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 11.1; and
- (b) Price Schedules, in accordance with ITB Clauses 11, 13, and 14.

30. Examination of Terms and Conditions; Technical

30.1 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 Bidder.

30.2 The Purchaser shall evaluate the technical aspects of the Bid

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| Evaluation | | submitted in accordance with the documentary evidence specified in Section V, Schedule of Supply, to confirm that all requirements specified in Section V, Schedule of Supply of the Bidding Document have been met. |
| 31. Evaluation of Price Bids | 31.1 | The Purchaser shall evaluate the Price Bids of the Bidders with the top two technical scores. |
| | 31.2 | To evaluate a Price Bid, the Purchaser shall consider the following: <ul style="list-style-type: none"> (a) the Bid Price, excluding Provisional Sums; (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 28.1; (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 13.4; |
| 32. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids | 32.1 | 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 Bidders. |

F. Award of Contract

| | | |
|--|------|---|
| 33. Award Criteria | 33.1 | The Purchaser shall award the Contract to the Bidder with the highest combined technical and financial score evaluated with the procedure specified under Section III, Evaluation and Qualification Criteria, provided further that the Bidder has remained qualified to perform the Contract satisfactorily, on conducting verifications needed. |
| | 33.2 | 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 Bidder with the first highest combined technical and financial score. In this event the Purchaser shall proceed to the Bidder with the second highest combined technical and financial score to make a similar reassessment of that Bidder's capabilities to perform satisfactorily. |
| 34. Purchaser's Right to Vary Quantities at Time of Award | 34.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of 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. |
| 35. Notification of Award | 35.1 | Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser shall |

also notify all other Bidders of the results of the bidding.

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

35.3 The Purchaser will publish in its website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder 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 bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders 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 Bidder who, after Publication of contract award, requests a debriefing.

**36. Signing of
Contract**

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

36.2 Within fourteen (14) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

**37. Performance
Security**

37.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder 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.

37.2 Failure of the successful Bidder 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 Bidder 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 | <p>The identification number of the Invitation for Bids is : ICB No.:01/IPG-AM/IX/2016</p> <p>The number and description of lots comprising this ICB is: Not Applicable</p> |
| ITB 1.1 | The Purchaser is: Institute of Petroleum and Geology on behalf of the Government of the Democratic Republic of Timor-Leste |
| ITB 1.1 | The name of the ICB is: Supply of Vehicles for Office of The Institute of Petroleum and Geology – Public Institution. |
| B. Bidding Document | |
| ITB 6.1 | <p>For <u>clarification purposes</u> only, the Purchaser's address is:</p> <p>Theresa Lebre Administrative Management Division Rua. Delta 1 Aimutin, Comoro, Dili, Timor-Leste Dili, Timor-Leste tlebre@ipg.tl</p> <p>The deadline for the submission of request for clarification shall be seven (10) calendar days before the deadline of submission of bids.</p> |
| ITB 6.1 | <p>A Pre-Bid meeting shall take place at the following date, time and place:</p> <p>NA</p> |
| C. Preparation of Bids | |
| ITB 9.1 | The language of the Bid is: ENGLISH |
| ITB 10.4 (i) | The Bidder shall submit with its Technical Bid the following additional documents: NOT APPLICABLE. |
| ITB 12.1 | Alternative Bids ARE NOT permitted. |
| ITB 13.5 | The prices quoted by the Bidder shall be: FIXED PRICE. |
| ITB 14.1 | The currency of the Bid shall be: United States Dollar (USD). |
| ITB 17.1 | The bid validity period shall be Ninety (90) calendar days. |
| ITB 18.1 | A Bid Security is required (USD 5000 |
| ITB 18.2 | NA |

| D. Submission and Opening of Bids | |
|--|--|
| ITB 19.1 | In addition to the original of the Bid, the number of copies is: Two (2) copies |
| ITB 19.2 | <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 20.2 (c) | <p>The identification of this bidding process is:</p> <p>Supply of Vehicles for Office of The Institute of Petroleum and Geology – Public Institution, ICB No.:01/IPG-AM/IX/2016</p> |
| ITB 21.1 | <p>For <u>bid submission purposes</u> only, the Purchaser's address is :</p> <p>TENDER BOX Institute of Petroleum and Geology – Public Institution Administrative Management Division Rua. Delta 1 Aimutin, Comoro, Dili, Timor-Leste Dili, Timor-Leste</p> |
| ITB 21.1 | <p>The deadline for bid submission is:</p> <p>Date: 05 November 2016</p> <p>Time: 15.00 Hours</p> |
| ITB 24.1 | <p>The bid opening shall take place at:</p> <p>Institute of Petroleum and Geology – Public Institution Administrative Management Division Rua. Delta 1 Aimutin, Comoro, Dili, Timor-Leste Dili, Timor-Leste</p> <p>Date: 05 November 2016</p> <p>Time: Immediately after the closing time of bid submission</p> |

Section III. Evaluation and Qualification Criteria

The evaluation shall be based on the documents that the Bidder has submitted with its Bid. Therefore, the Bidder is reminded to submit all the necessary information and documentation to enable the Purchaser to make an evaluation. Failure of the Bidder 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 Bids applying the technical evaluation criteria, sub criteria, and scoring system specified below. The maximum technical score is **500 points and the passing score for bidder qualification is 375 points.**

The second stage will be the evaluation of the price bids of **only the Bidders 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 bidders with bid price Y will be assigned a price bid score = $500 (X / Y)$.

The final ranking shall be determined by combining the Technical and Price scores, applying a **Technical : Price Ratio of 30:70.**

Technical Evaluation:

The technical evaluation will be undertaken in two steps. The first step will be the determination of the Bidder’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 Bidder as per Clause ITB 19.2;
 - Valid Business Registration Certificate
 - Bid Security
2. The Purchaser shall also examine the Technical Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any reservation.
3. The Purchaser shall also confirm that all 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 Bidder is not subject to current sanctions or declaration of ineligibility for fraud and corruption by the Purchaser;
 - Bidder 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 Bidder submitted a certification that all parties shall be jointly and severally liable and that the Bidder 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.

Section III. Evaluation and Qualification Criteria

3-2

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

| Criteria | Minimum Requirements | Evaluation Weight |
|--|---|--------------------------|
| 1. Experience in Similar Supply Contracts | The bidder must provide proof that it has successfully completed one (1) similar supply contract within the last 7 years | 25 |
| 2. Financial Capacity | The bidder must provide proof that it has access to or availability of financial resources, such as liquid assets, lines of credit, and other financial means other than any contractual advance payments, to meet a cash flow requirement of \$100,000.00 and its current contracts commitments. | 35 |
| 3. Manufacturer's Authorization or Support Letter | Manufacturer's Authorization or Support Letter | 25 |
| 4. Proposed after-sales service/car maintenance | Proposed after-sales service / car maintenance | 15 |
| Total | | 100 |

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

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Technical Bid Submission Sheet

Date: _____

Invitation for Bid No.: _____

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 supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Supply, the following Goods and Related Services: **Supply of Vehicles for Institute of Petroleum and Geology – Public Institution;**
- (c) Our Bid shall be valid for a period of **Ninety (90)** 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;
- (d) 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;
- (e) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (f) We are not subject to current sanctions or declaration of ineligibility for fraud and corruption by the Purchaser;
- (g) We do not have a conflict of interest with one or more parties participating in or executing this bidding process;
- (h) 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;
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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.: _____

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 Institute of Petroleum and Geology – Public Institution;**
- (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- IPG Office Delta I Aimutin, Comoro, Dili Timor Leste.

| No | Description | Quantity | Unit Price | Total Price |
|-----------|---|-----------------|-------------------|--------------------|
| 1 | TOYOTA FORTUNER – Gold/EQUIVALENT Year: 2015 2.8 CC, 4WD, Turbo Diesel/Manual, 5 People | 1 unit | | |
| 2 | TOYOTA HILUX REVO –Blue Metallic/EQUIVALENT. Year: 2016 Diesel, Five speed, Manual drive, 4WD 2.5. With accessories. | 5 Units | | |
| 3 | TOYOTA AVANZA –Nebula Blue Metallic/EQUIVALENT Year: 2016 IL, 4 cylinders, 16 values, DOHZ, Dual VVT-I, 1.329cc, 96.5 PS/6.000rpm, EFI, Gazoline, Automatic drive, 45L, Electric Power Steering. | 2 Units | | |

Section V. Schedule of Supply

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2. Delivery and Completion Schedule 2

3. List of Related Services 3

4. Delivery and Completion Schedule 4

List of Goods

Delivery and Completion Schedule

| Item No. | Description | Qty | Latest Delivery Period |
|----------|---|---------|------------------------|
| 1 | TOYOTA FORTUNER – Gold/Equivalent Year: 2015 2.8 CC, 4WD, Turbo Diesel/Manual, 5 People | 1 Unit | 45 calendar days |
| 2 | TOYOTA HILUX REVO –Blue Metallic/Equivalent Year: 2016 Diesel, Five speed, Manual drive, 4WD 2.5. With accessories. | 5 Units | 45 calendar days |
| 3 | TOYOTA AVANZA –Nebula Blue Metallic/Equivalent Year: 2016 IL, 4 cylinders, 16 valves, DOHZ, Dual VVT-I, 1.329cc, 96.5 PS/6.000rpm, EFI, Gasoline, Automatic drive, 45L, Electric Power Steering. | 2 Units | 45 calendar days |

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, 30,000km

Delivery and Completion Schedule

The delivery of the vehicles to the final destination point at the Office Institute of Petroleum and Geology – Public Institution located in Rua Aimutin, Comoro, Dili – Timor Leste, an shall be completed no later than **SIX (6) WEEKS** the delivery periods specified below reckoned from the date the Supplier received the Notice to Proceed from the Purchaser.

Bids offering longer delivery and completion period will be considered non-complying and will result in the rejection of the bid.

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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 Democratic Republic of Timor-Leste (RDTL).
- (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 Suppliers to observe the highest standard of ethics during the procurement and execution of this 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 bidder 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 party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in government contracts if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive 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, 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.

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. (Not Applicable) | |
| 8. Notices | <p>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.</p> <p>8.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.</p> |
| 9. Governing Law | <p>9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the SCC.</p> |
| 10. Settlement of Disputes | <p>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.</p> <p>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.</p> |
| 11. Scope of Supply | <p>11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section VI, Schedule of Supply.</p> <p>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.</p> |
| 12. Delivery | <p>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 VI, Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.</p> |
| 13. Supplier’s Responsibilities | <p>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</p> |

GCC Clause 12.

- | | |
|---|--|
| 14. Purchaser's Responsibilities | <p>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.</p> <p>14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.</p> |
| 15. Contract Price | <p>15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.</p> <p>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.</p> |
| 16. Terms of Payment | <p>16.1 The Contract Price shall be paid as specified in the SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.</p> |
| 17. Taxes and Duties | <p>17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until final delivery of the contracted Goods to the Purchaser.</p> |
| 18. Performance Security | <p>18.1 The Supplier shall, within fourteen (14) 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.</p> |

-
- 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 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 VI, 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 VI, 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 Documents

23.1 The Supplier shall provide such packing of the Goods as is 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 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, the Supplier shall be responsible for all necessary transportation to deliver the Goods to the specified delivery points.

26. Inspections and Tests

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 VI, Schedule of Supply.

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.

- 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.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including 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 day 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 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 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 expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

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 Amendments**
- 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 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**
- 34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding

Time

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.

- 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.

| | |
|--|--|
| <p>GCC 1.1(J)</p> <p>(k)</p> | <p>The Purchaser is: Institute of Petroleum and Geology on behalf of the Government of the Democratic Republic of Timor-Leste</p> <p>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, 30,000km</p> |
| <p>GCC 5.1</p> | <p>The language shall be: English</p> |
| <p>GCC 6.1</p> | <p>The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.</p> |
| <p>GCC 8.1</p> | <p>For notices, the Purchaser's address shall be:</p> <p>Institute of Petroleum and Geology – Public Institute (IPG) Rua. Delta 1 Aimutin, Comoro, Dili, Timor-Leste Floor-Room number: second floor, Division of Administrative Management City: Dili Country: Timor-Leste Electronic mail address: jsoares@ipg.tl</p> |
| <p>GCC 9.1</p> | <p>The governing law shall be: Law of Timor-Leste</p> |
| <p>GCC 10.2</p> | <p>The formal mechanism for the resolution of disputes shall be:</p> <p>The dispute shall be referred to adjudication or arbitration in accordance with the laws of Timor-Leste.</p> |
| <p>GCC 12.1</p> | <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 |

| | |
|-----------------|---|
| | <p>Bill of Lading;</p> <p>(iii) 1 Original and 2 Copies of packing list identifying contents of each package;</p> <p>(iv) Insurance Certificate;</p> <p>(v) Manufacturer's or Supplier's Warranty Certificate;</p> <p>(vi) Certificate of Origin</p> <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> <p>(i) 3 copies of the Delivery Note, Packing List</p> <p>(ii) Manufacturer's Warranty Certificate</p> <p>(iii) Certificate of Origin</p> <p>(iv) 3 copies of the Supplier's invoice</p> <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>Payment shall be made in the following manner:</p> <p>(i) Advance Payment: 25 (twenty five) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) On DDP (Rua. Delta 1 Aimutin, Comoro, Dili, Timor-Leste)</p> <p>) : 75 (seventy five) percent of the Contract Price of Goods received shall be paid within thirty (30) days of presentation of claim supported by a certificate completion from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> |
| GCC 16.4 | The currency for payments shall be: US Dollars only |
| GCC 18.1 | The Performance Security shall be in the amount equivalent to FIVE PERCENT (5%) of the Contract Price. |
| GCC 18.3 | The types of acceptable Performance Security is: |

| | |
|-----------------|--|
| | A BANK GUARANTEE issued by a bank located in Timor-Leste, in the format included in Section VIII. |
| GCC 23.2 | <p>The packing, marking and documentation within and outside the packages shall be:</p> <p>Name of Contract: Supply of Vehicles</p> <p>Name of Purchaser is: Institute of Petroleum and Geology- Timor Leste</p> <p>Theresa Lebre Administrative Management Division Office address: Rua. Delta 1 Aimutin, Comoro, Dili, Timor-Leste Dili, Timor-Leste tlebre@ipg.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 27.1 | The daily amount of liquidated damages expressed as a percentage of Contract amount shall be: 0.1 % Percent |
| GCC 27.1 | The maximum amount of liquidated damages shall be: Ten Percent (10%) of the contract amount. |
| GCC 28.5 | The period for repair or replacement shall be: 10 (ten) working days. |

Section VIII. Contract Forms

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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., _____ 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

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[Insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]* (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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary 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, 2017², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated in the currency of the Contract.

² Refer to GC Clause-18.4

Advance Payment Security

Date: _____

Contract Name and No. : _____

To: _____

In accordance with the payment provision included in the Contract, in relation to advance payments, _____ (hereinafter called “the Supplier”) shall deposit with the Purchaser a security consisting of _____, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of _____.

We, the undersigned _____, legally domiciled in _____ (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding _____.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____