



MINISTÉRIO DA
JUSTIÇA



Gabinete do Ministro

**GOVERNMENT OF
THE DEMOCRATIC REPUBLIC OF TIMOR-LESTE**

ICB No. :

MJ- 001/IV/2019

LOT 1

For

**SUPPLY AND DELIVERY FOOD FOR BECORA PRISON IN DÍLI
TIMOR-LESTE
Ministry of Justice**

April, 2019



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A. General

- 1. Scope of Bid**
- 1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the Supply and delivery of 26 items of food alimentary for an average of 650 prisoners at Becora Prison in Dili. Becora Prison will prepare 3 daily meals for each one of them. The goods and services as specified in Section V, Price and Delivery Schedule of supply. The name and identification of the International Competitive Bidding (ICB) are provided in the BDS.
- 1.2 Throughout this Bidding Document:
- (a) the term "in writing" means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) "day" means calendar day.
- 2. Source of Funds**
- 2.1 The Employer has allocated funds from its current budget year appropriations toward the cost of the supply Food Alimentary for Prisoners in Becora Prison. The Employer intends to apply a portion of the funds to eligible payments under the contract for which this Bidding Document is issued.
- 3. Corrupt Practices**
- 3.1 The Employer requires the bidders to observe the highest standard of ethics during the procurement and execution of such contract. In pursuance of this policy, the Employer:
- (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 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 Employer-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 Employer-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 Employer; and
- 4. Eligible Bidders and post qualification requirements**
- 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer, as the Employer shall reasonably request.
- 4.5 For post qualification requirements:
- a) Post qualification shall be based on data contained in the Purchaser's Vendor Information Form and supporting documentation for concerned Supplier, provided that such information shall have been submitted or updated by the Supplier within the three months previous to Bid submission;
 - b) for post qualification, bidders must also provide:



- Supplier's Responsible Personnel (signed by firm's owner or Chief Executive);
- evidence of sufficient working capital for this contract including lines of available credit and availability of other financial resources;
- a current bank statement;
- authority for the Purchaser to seek references from the bidder's bankers.

B. Contents of Bidding Document

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| 5. Sections of the Bidding Document | 5.1 | <p>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.</p> <p>PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms <p>PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section V. Schedule of Supply <p>PART 3 Contract</p> <ul style="list-style-type: none"> • 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 Employer is not part of the Bidding Document. |
| | 5.3 | The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Employer. |
| | 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 Employer in writing at the Employer's address indicated in the BDS. The Employer 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 Employer 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 Employer 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 Employer 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 Employer.
- 7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer 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 Employer 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 Employer, 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 Employer. The Technical Bids are evaluated by the Employer. 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 Employer. 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.
- 13.6 Bidders can only submit one sealed financial proposal. In respect to the price schedule bidders can chose for option 1 or option 2 in order to respond to the specification, in both scenarios, bidders can fill two options of price shedule. Both the options of price shall have the same total price bid using only the designated format for submitting quotes and offers.
- 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) complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and
- (b) 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 Employer. A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer 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 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in original form, a Bid Security as specified in the BDS. The amount shall be as specified in the BDS.
- 18.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:
- (a) a bank guarantee;
 - (b) a cashier's or certified check.
- all from a reputable bank from an eligible country. In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms, or another form acceptable to the Employer. The form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.
- 18.3 If a Bid Security is required in accordance with ITB Sub-Clause 18.2, any Bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 18.3, shall be rejected by the Employer as nonresponsive.
- 18.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB 36 and ITB Clause 37.
- 18.5 The Bid Security of successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 18.6 The Bid Security may be forfeited:
- (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.

18.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB Sub-Clause 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 initialed by the person signing the Bid.

19.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed 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.

20.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer 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 Employer in accordance with ITB Sub-Clause 24.2.

20.5 If all envelopes are not sealed and marked as required, the Employer 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 Employer at the address and no later than the date and time indicated in the BDS.
- 21.2 The Employer 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 Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 22. Late Bids**
- 22.1 The Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer. If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
- 24.10 The Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer shall not be considered. The Employer'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 Employer in the evaluation of the Price Bids, in accordance with ITB Clause 28.</p> |
| 27. Responsiveness of Technical Bid | <p>27.1 The Employer'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 Employer.</p> |
| 28. Nonconformities, Errors, and Omissions | <p>28.1 For the Price Bid which are opened in accordance with the ITB 24.8, the Employer will correct arithmetical errors during evaluation of Price Bids on the following basis:</p> <ul style="list-style-type: none"> (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 Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or |

subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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 Employer 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 Employer 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 Employer 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 Employer 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 Evaluation

30.1 The Employer 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 Employer shall evaluate the technical aspects of the Bid 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 Employer shall evaluate the Price Bids of the Bidders with the top two technical scores.

31.2 To evaluate a Price Bid, the Employer shall consider the following:

- (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;



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| 32. Employer's Right to Accept Any Bid, and to Reject Any or All Bids | 32.1 | The Employer 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. |
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F. Award of Contract

- | | | |
|---|------|---|
| 33. Award Criteria | 33.1 | The Employer 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 Employer 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. Employer's Right to Vary Quantities at Time of Award | 34.1 | At the time the Contract is awarded, the Employer 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 Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Employer 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 Employer 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 Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer 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 Employer shall send to the successful Bidder the Agreement and the Special Conditions of Contract. |
| | 36.2 | Within ten (10) days of receipt of the Agreement, the Contract shall be signed at the presence of both parties in the day, local and time which the Employer will notify to the Food Supplier. |
| 37. Performance Security and warranty | 37.1 | Within ten (10) days of the receipt of notification of award from the Employer, 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 Employer. |

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 Employer may award the Contract to the Bidder with the second highest combined technical and financial scores and is determined by the Employer to be qualified to perform the Contract satisfactorily.

- 37.3 A commercial warranty shall be applicable to the supplied goods and/ or related services, for the period specified in the Bid Data



Section II. Bid Data Sheet

A. Introduction					
ITB 1.1	The identification number of the Invitation for Bids is: ICB/001/MJ-2019 The number and description of lots comprising this ICB is: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 10%; text-align: center; padding: 5px;">No.</th> <th style="padding: 5px;">Description</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">1</td> <td style="padding: 5px;"> Supply and delivery of 26 items of food alimentary for an average of 650 prisoners at Becora Prison in Dili. Becora Prison will prepare 3 daily meals for each one of prisoner under the responsibility of the Ministry of Justice LOT 1 </td> </tr> </tbody> </table> Interested eligible bidders may bid for one or all three lots. Bid evaluation will be done lot-wise.	No.	Description	1	Supply and delivery of 26 items of food alimentary for an average of 650 prisoners at Becora Prison in Dili. Becora Prison will prepare 3 daily meals for each one of prisoner under the responsibility of the Ministry of Justice LOT 1
No.	Description				
1	Supply and delivery of 26 items of food alimentary for an average of 650 prisoners at Becora Prison in Dili. Becora Prison will prepare 3 daily meals for each one of prisoner under the responsibility of the Ministry of Justice LOT 1				
ITB 1.1	The Employer is: Ministério da Justiça Office address: Novo Edifício M.J., Rua da Justiça, Colmera, Dili, Timor-Leste				
ITB 1.1	The name of the ICB is: Supply and Delivery of Food for Becora Prison in Dili, Timor-Leste				
B. Bidding Document					
ITB 6.1	For <u>clarification purposes</u> only, the Employer's address is: Mr. Elvio Marciano de Deus Soariano Chef of Procurement Rua da Justiça, Colmera, Dili, Timor-Leste Telephone No. : +670 7732 6790; Email: elvio.soriano@mj.gov.tl Copy to: jtilman@mj.gov.tl; octavia.celeste@mj.gov.tl ; fmaramis@mj.gov.tl The deadline for the submission of request for clarification shall be five (5) calendar days before the submission of bids.				
C. Preparation of Bids					
ITB 6.2	A Pre-Bid meeting shall take place at the following date, time and place: Date: 29 Abril 2019 Time: 15:00 PM, Timor-Leste local time Place: Conference Room of Ministry of Justice, Colmera, Dili, Timor-Leste Attending the Pre-Bid meeting by a bidder is optional. If a bidder does not attend the Pre-Bid meeting, the bid will not be rejected on the ground of non-attendance of the meeting.				
ITB 9.1	The language of the Bid is: ENGLISH				
ITB 10.4	The Bidder shall submit with its Technical Bid the documents referred on 10.4.				
ITB 10.5 (c)	The Bidder shall submit with its Price Bid the following additional documents: Pictures of all items quoted referred as mandatory in the Price Schedule.				

ITB 12.1	Alternative Bids ARE NOT permitted.
ITB 13.5	The prices quoted by the Bidder shall be: FIXED PRICE
ITB 13.6	Bidders can only submit one sealed financial proposal in respect to the price schedule option 1 or option 2 in order to respond to the specification. Both the options of price shall have the same total price bid using only the designated format for submitting your quotes and offers.
ITB 14.1	The currency of the Bid shall be: United States Dollar (US\$)
ITB 17.1	The bid validity period shall be Sixty (60) calendar days
ITB 18.1	A Bid Security is required. The Bid Security shall be in the form of a Bid Securing Declaration as provided in Section IV – Bidding Forms.
D. Submission and Opening of Bids	
ITB 19.1	The Bidder must submit: (a) Technical Bid: one (1) original and two (2) copies (b) Price Bid: one (1) original and two (2) copies
ITB 19.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: (a) A Power of Attorney with appropriate certification of signatory's authority. (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.
ITB 20.2 (c)	The identification of this bidding process is: Supply and Delivery of Food for Becora Prison in Dili, Timor-Leste IFB No.: ICB/001/MJ-2019
ITB 21.1	For <u>bid submission purposes</u> only, the Employer's address is : TENDER BOX DNAF-Department of Procurement Rua da Justiça, Colmera Dili, Timor-Leste
ITB 21.1	The deadline for bid submission is: Date: 9 May 2019 Time: 15:00 PM Timor-Leste local time
ITB 24.1	The bid opening shall take place at: Auditorium/Conference Room Ministry of Justice Rua da Justiça, Colmera Dili, Timor-Leste Date: 9 May 2019 Time: Immediately after the closing time of bid submission
ITB 34.1	The percentage by which quantities may be increased is: 15% The percentage by which quantities may be decreased is: 15%

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. If one bidder is placed first in both lots then, the evaluation process may include three stages. The first stage will be the Evaluation of Technical Bids applying the technical evaluation criteria, subcriteria, and scoring system specified below. The maximum technical score is 500 points and **the passing score for bidder qualification is 350 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. The maximum financial score is 500 points and to determine the "price score", the lowest evaluated bid price X will automatically score 300 for the price component evaluation. Other bidders with bid price Y will be assigned a price bid score = $300 (X / Y)$.

The final ranking shall be determined by combining the Technical and Price scores, applying a **Technical: Price Ratio of 40:60.**

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 for and all 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 evidenced by a Power of Attorney submitted with the Bid;
- Valid Business Registration Certificate from country of domicile; and the activities business must in the part of Supply food Alimentary.
- Bid Securing Declaration, in accordance with ITB Clause 18.1.
- *Proof of tax payments for immediate past quarter duly authenticated, copy of Tax Certificate that is still valid and has been legalized*
- *Company Statute for Justice/Serve*
- *Bank statement for three month period two days before bid submission deadline max \$250.000 in the Company Account*
- Attach a letter stating that you agree all the time can check your Bank Rekening
- The winning company must make a Bank Guarantee of 5% of the total deals
- *The Bidder must attach a letter of recommendation from the bank explaining that your Company is not involved Lines of Credit, as well as the total credit balance end fit current account*

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 evaluate the Bidder's compliance to the requirements of the supply of food also confirm that all other requirements specified in Section V, Schedule of Supply of the Bidding Document have been met without any material deviation.

4. The Purchaser shall also confirm that:

- The 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.

Only those Bidders who passed the Step 1 evaluation for the requirements 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, which is in general:

Criteria	Requirements	Evaluation Weight
1. Company General Experience		30
General Experience	The bidder must be in the business of Supply contract and have executed for the last 5 years at least 2 supply contract with amount US \$200,000.00 each Project; profit versus losses, company performance.	30
2. Food Supply Services Capacity and Methodology		20
Food Supply Capacity	Compliance to all item required for the current procurement, evidence of enough stock of products.	20
Food Supply Methodology	As stated in Section V of the Bidding Documents.	
3. Technical/Professional requirements		25
Technical and Profesional experienced	Procedures to respond to the delivery of food, key personnel, organizational structure.	25
4. Commercial Capacity		15
Cash Flow Capacity	The bidder must have access to or availability to 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 US\$250,000.00 and its current contracts commitment. Risc of bankruptcy, liquid assets.	15
5. Local Development		10
Social and local responsability	Job creation, supporting small business, training the employes.	10
Total		100

Only those Bidders who passed the Step 2 evaluation shall be considered further in the Step 3 – Financial evaluation which is to evaluate and score the **Financial Evaluation** (bid costs and also others criteria defined by low) and the scoring system is provided below

Criteria	Requirements	Evaluation Weight
Financial Requirement		
General	Bid Price acceptable	60
	Difference between Bid Price and the estimated cost	15
	Provide 2% Bid Security	15
	Working Capital of 25% of Bid Price	5
	Payment Schedule proposed	5
Total		100

The scoring system shall be in accordance with the following table:

Score	Score Definition
1	Not acceptable, has not met any reasonable criteria
2	Has only met some minimum requirement and any not be acceptable
3	Acceptable
4	Acceptable, has met all requirement and exceeded some
5	Acceptable, Has well exceeded all requirement

Section IV. Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

Table of Forms**TECHNICAL ENVELOPE**

Technical Bid Submission Sheet	2
Bid Securing Declaration	3
Power of Attorney	4
Bidder's Qualification	5
Eligibility	6
Bidder's Information Form	7
JV Information Sheet	8
Pending Litigation	9
Financial Capacity	10
Financial Situation	11
Financial Resources	12
Current Contract Commitments	13
General Experience	14

FINANCIAL ENVELOPE

Price Bid Submission Sheet	16
PRICE SCHEDULE	17
PRICE SCHEDULE FOR RELATED SERVICES	22



Technical Bid Submission Sheet

Date: _____
Invitation for Bid No.: ICB/001/MJ-2019

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____ issued in accordance with Instruction to Bidder (ITB) 7;
- (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:

Becora Prison, Díli, Timor-Leste

- (c) Our Bid shall be valid for a period of **Sixty (60)** 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) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Employer;
- (g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (i) We agree to permit the Employer 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 Employer.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Supply and Delivery of Food for Becora Prison in Díli, Timor-Leste

Bid Securing Declaration

Date: _____

Tender ID No.: ICB/001/MJ-2019

Tender Description: Supply and Delivery of Food for Becora Prison in Díli, Timor-Leste

To: **National Directorate of Administration and Finance, Department of Procurement**
Rua da Justiça, Díli, Timor-Leste

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Government of the Democratic Republic of Timor-Leste for the period of time of **One Year**, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: _____

In the capacity of _____

Name: _____

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]* Dated on _____ day of _____

Corporate Seal *[where appropriate]*

Note:

In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.



Power of Attorney

Bid reference: Supply and Delivery of Food for Becora Prison in Dili, Timor-Leste

1. Please attach here the original power of attorney empowering the signatory of the tender and all related documentation.
2. This document must be notarized¹.



¹ The signatures of the person authorised to sign must be certified by a private lawyer, notary or public entity

Bidder's Qualification

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



Eligibility



Bidder's Information Form

Bid reference: Supply and Delivery of Food for Becora Prison in Dili, Timor-Leste

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

Attached are copies of the following original documents.

Please attach copy of the registration certificate

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

Signature:

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

Date:.....

STAMP OF THE COMPANY

Supply and Delivery of Food for Becora Prison in Dili, Timor-Leste



JV Information Sheet

Bid reference: Supply and Delivery of Food for Becora Prison in Dili, Timor-Leste
Each member of a JV must fill in this form

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

Signature:

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

Date:.....

STAMP OF THE COMPANY



Pending Litigation

Each Bidder or member of a JV must fill in this form.

Pending Litigation			
☐ No pending litigation in accordance with requirement in Step 1, Item 6, Section III (Evaluation and Qualification Criteria)			
☐ Pending litigation in accordance with requirement in Step 1, Item 6, Section III (Evaluation and Qualification Criteria)			
Year	Matter in Dispute	Value of Pending Claim in US\$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

Signature:

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

Date:

STAMP OF THE COMPANY



Financial Capacity



Financial Situation

Bid reference: Supply and Delivery of Food for Becora Prison in Dili, Timor-Leste

Each Bidder or member of a JV must fill in this form.

Information from Balance Sheet²

	Information for the 5 Last Years		
	Year 1	Year 2	Year 3
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Signature:
(a person or persons authorised to sign on behalf of the bidder)

Date:

STAMP OF THE COMPANY

² It shall be supported by the corresponding balance sheets for International Bidders only as the Balance sheets and accounting system has not yet been in place in RDTL.

Financial Resources

Bid reference: Supply and Delivery of Food for Becora Prison in Dili, Timor-Leste

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria).

The Bidder must submit proof of all financial resources indicated in the table below.

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1		
2		
3		
4		

Signature:
(a person or persons authorised to sign on behalf of the bidder)

Date:

STAMP of THE COMPANY

Current Contract Commitments

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts which are ongoing.

Current Contract Commitments					
No	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Contract [Current US\$ Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Eight Months [US\$/month]
1					
2					
3					
4					
5					
6					



General Experience

Bid reference: Supply and Delivery of Food for Becora Prison in Dili, Timor-Leste

Each Bidder or member of a JV must fill in this form

List of contracts of supply contract and extent performed during the past 5 years.

General Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Contract Executed by the Bidder amount of contract start and completion date	Role of Bidder

The bidder shall submit appropriate certification from the client mentioning that the Bidder successfully performed the contract.

Signature:
(a person or persons authorised to sign on behalf of the Bidder)

Date:

STAMP of THE COMPANY

Supply and Delivery of Food for Becora Prison in Dili, Timor-Leste



Food Supply Experience

Bid reference: Supply and Delivery of Food for Becora Prison in Dili, Timor-Leste

Each Bidder or member of a JV must fill in this form

List of contracts of supply food & alimantar contract and extent performed during the past 5 years.

Food Supply Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Contract Executed by the Bidder amunt of contract start and completion date	Role of Bidder

The bidder shall submit appropriate certification from the client mentioning that the Bidder successfully performed the contract.

Signature:
(a person or persons authorised to sign on behalf of the Bidder)

Date:

STAMP of THE COMPANY

Supply and Delivery of Food for Becora Prison in Dili, Timor-Leste



FINANCIAL ENVELOPE**Price Bid Submission Sheet**

Date: _____
 Invitation for Bid No.: **ICB/001/MJ-2019**

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 and Delivery of Food for Becora Prison in Dili, Timor-Leste, ICB/001/MJ-2019.**
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:

No.	Description	Total Bid Price in Words	
		In words	In figures
1	SUPPLY AND DELIVERY FOOD FOR BECORA PRISON IN DILI, TIMOR-LESTE Ministry of Justice		

- (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 Employer 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 Employer.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Supply and Delivery of Food for Becora Prison in Dili, Timor-Leste



PRICE SCHEDULE

All prices to be quoted for supply and delivery food on the basis of DDP Location, including all charges.

Bid Evaluation will be done lot-wise.



**SUPPLY AND DELIVERY OF FOOD FOR BECORA PRISON
IN DÍLI, TIMOR-LESTE
Ministry of Justice**

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a name, possibly "M. S. S.", written in a cursive or semi-cursive script.

1.1 Specification and Conditions *1st OPTION BID PRICE* per unit/kg/liter

Item	A.Specifications of Food	B.Unit	C.Quantidades por dia por unid/kg/L	D.Quantity per month per unid/kg/L	E. Unit Price per unit/kg/L \$	F.Total Price per month (F=D*E) \$	G. Total Price per 8 months (G=F*8) \$
1	Bread (15 grams each)	1 Unit	1300	39000	\$	\$	\$
2	Concentrated Juice	1 Liter	16.25	243.75	\$	\$	\$
3	Milk in powder	1 kg	19.5	585	\$	\$	\$
4	Coffee in powder	1 kg	3.25	97.5	\$	\$	\$
5	Tea	1 kg	3.25	48.75	\$	\$	\$
6	Sugar	1 kg	16.25	487.5	\$	\$	\$
7	Margarine	1 kg	9.75	292.5	\$	\$	\$
8	Eggs	1 unit (1 egg)	1300	5200	\$	\$	\$
9	Beef	1 kg	104	832	\$	\$	\$
10	Chicken	1 kg	104	1664	\$	\$	\$
11	Pork	1 kg	52	208	\$	\$	\$
12	Fish	1 kg	65	260	\$	\$	\$
13	Rice	1 kg	65	1300	\$	\$	\$
14	Noodles (Super mie)	1 kg	65	650	\$	\$	\$
15	Dry beans	1 kg	32.5	487.5	\$	\$	\$
16	Corn	1 kg	32.5	487.5	\$	\$	\$
17	Red onions	1 kg	6.5	195	\$	\$	\$
18	Regular onions	1 kg	6.5	195	\$	\$	\$
19	Vegetables	1 kg	65	1950	\$	\$	\$
20	Tomato	1 kg	19.5	585	\$	\$	\$
21	Carrot	1 kg	19.5	292.5	\$	\$	\$
22	Fruits	1 kg	65	975	\$	\$	\$
23	Vegetable Oil	1 liter	13	390	\$	\$	\$
24	Salt	1 kg	3.25	97.5	\$	\$	\$
25	Seasonings	1 kg	1.3	39	\$	\$	\$
26	Potatoes/Sweet potatoes	1 kg	52	780	\$	\$	\$
Total Price for Supply Food							\$
27	Delivery Food	Delivery	N/A	4	\$	\$	\$
Total Bid Price for Supply and Delivery of Food for Becora Prison, Dili, Timor-Leste (Option 1)							\$

READ AND ACCEPTED AND GOOD FOR AGREEMENT:

Date this _____ day of _____, 2019

Signature : _____

Printed name : _____

In the capacity of : _____

Duly Authorized to sign bids for and on behalf : _____

1.2 Specification and Conditions 2nd OPTION BID PRICE per pack

Item	A.Specifications of Food	B.Unit	C.Quantity needed per day per unit/kg/L	D.Quantity per month per unit/kg/L	E. Unity/Pack of liters or kilograms	F. Unit Price per pack \$	G.Total Price per month (G=D/X*F) \$	H. Total Price per 8 months (H=G*8) \$
1	Bread (15 grams each)	1 Unit	1300	39000	1 pack of X bread	\$	\$	\$
2	Concentrated Juice	1 Liter	16.25	243.75	1 Pack of X Liters	\$	\$	\$
3	Milk in powder	1 kg	19.5	585	1 Pack of X kg	\$	\$	\$
4	Coffee in powder	1 kg	3.25	97.5	1 Pack of X kg	\$	\$	\$
5	Tea	1 kg	3.25	48.75	1 Pack of X kg	\$	\$	\$
6	Sugar	1 kg	16.25	487.5	1 Pack of X kg	\$	\$	\$
7	Margarine	1 kg	9.75	292.5	1 Pack of X kg	\$	\$	\$
8	Eggs	1 unit (1 egg)	1300	5200	1 Pack of X eggs	\$	\$	\$
9	Beef	1 kg	104	832	1 Pack de X kg	\$	\$	\$
10	Chicken	1 kg	104	1664	1 Pack of X kg	\$	\$	\$
11	Pork	1 kg	52	208	1 Pack of X kg	\$	\$	\$
12	Fish	1 kg	65	260	1 Pack of X kg	\$	\$	\$
13	Rice	1 kg	65	1300	1 Pack of X kg	\$	\$	\$
14	Noodles (Super mie)	1 kg	65	650	1 Pack of X kg	\$	\$	\$

Supply and Delivery of Food for Becora Prison in Díli, Timor-Leste



15	Dry beans	1 kg	32.5	487.5	1 Pack of X kg	\$	\$	\$
16	Corn	1 kg	32.5	487.5	1 Pack of X kg	\$	\$	\$
17	Red onions	1 kg	6.5	195	1 Pack of X kg	\$	\$	\$
18	Regular onions	1 kg	6.5	195	1 Pack of X kg	\$	\$	\$
19	Vegetables	1 kg	65	1950	1 Pack of X kg	\$	\$	\$
20	Tomato	1 kg	19.5	585	1 Pack of X kg	\$	\$	\$
21	Carrot	1 kg	19.5	292.5	1 Pack of X kg	\$	\$	\$
22	Fruits	1 kg	65	975	1 Pack of X kg	\$	\$	\$
23	Vegetable Oil	1 liter	13	390	1 Pack of X Liters	\$	\$	\$
24	Salt	1 kg	3.25	97.5	1 Pack de X kg	\$	\$	\$
25	Seasonings	1 kg	1.3	39	1 Pack de X kg	\$	\$	\$
26	Potatoes/Sweet potatoes	1 kg	52	780	1 Pack de X kg	\$	\$	\$
Total Price for Supply Food								\$
27	Delivery Food	Delivery	N/A	4	N/A	\$	\$ (column D*F)	\$ (column G*8)
Total Bid Price for Supply and Delivery of Food for Becora Prison, Díli, Timor-Leste (OPTION 2)								\$

READ AND ACCEPTED AND GOOD FOR AGREEMENT:

Date this _____ day of _____, 2019

Signature : _____

Printed name : _____

In the capacity of : _____

Duly Authorized to sign bids for and on behalf : _____



PRICE SCHEDULE FOR RELATED SERVICES

Not Applicable



Section V. Schedule of Price and Supply

Supply and Delivery of food for Becora Prison in Dili, Timor-Leste.



SCHEDULE SUPPLY AND DELIVERY OF FOOD FOR BECORA PRISON IN DÍLI, TIMOR-LESTE Ministry of Justice

PERIODICAL NEEDS FOR GOODS AND TIME SCHEDULE FOR DELIVERY

Item	Specifications of Food (Good alimentitious)	Necessity Per capita per day (3 meals)	Average number of prisoners per day	Unity	Quantity per day	Quantity per week	Quantity per month	Supply and Delivery	Day and Time of delivery
1	Bread (15 grams each)	15 gr bread	650	Unit	1300	9100	39000	Daily	Daily at 5.30h local time
2	Concentrated Juice	25 ml	650	Liter	16.25	60.94	243.75	weekly	Saturday between 8.00h and 11.00h local time
3	Milk in powder	30 gr	650	kg	19.5	146.25	585	weekly	
4	Coffee in powder	5 gr	650	kg	3.25	24.38	97.5	weekly	
5	Tea	5 gr	650	kg	3.25	12.19	48.75	weekly	
6	Sugar	25 gr	650	kg	16.25	121.88	487.5	weekly	
7	Margarine	15 gr	650	kg	9.75	73.13	292.5	weekly	
8	Eggs	1 egg	650	Unit	1300	1300.00	5200	weekly	
9	Beef	160 gr	650	kg	104	208.00	832	weekly	
10	Chicken	160 gr	650	kg	104	416.00	1664	weekly	
11	Pork	80 gr	650	kg	52	52.00	208	weekly	
12	Fish	100 gr	650	kg	65	65.00	260	weekly	
13	Rice	100 gr	650	kg	65	325.00	1300	weekly	
14	Noodles (Super mie)	100 gr	650	kg	65	162.50	650	weekly	
15	Dry beans	50 gr	650	kg	32.5	121.88	487.5	weekly	
16	Corn	50 gr	650	kg	32.5	121.88	487.5	weekly	
17	Red onions	10 gr	650	kg	6.5	48.75	195	weekly	

Supply and Delivery of food for Becora Prison in Díli, Timor-Leste.

18	Regular onions	10 gr	650	kg	6.5	48.75	195	weekly	Saturday between 8.00h am and 11.00h am local time
19	Vegetables	100 gr	650	kg	65	487.50	1950	weekly	
20	Tomato	30 gr	650	kg	19.5	146.25	585	weekly	
21	Carrot	30 gr	650	kg	19.5	73.13	292.5	weekly	
22	Fruits	100 gr	650	kg	65	243.75	975	weekly	
23	Vegetable Oil	20 ml	650	Liter	13	97.50	390	weekly	
24	Salt	5 gr	650	kg	3.25	24.38	97.5	weekly	
25	Seasonings	2 gr	650	kg	1.3	9.75	39	weekly	
26	Potatoes/Sweet potatoes	80 gr	650	kg	52	195.00	780	weekly	

Supply and delivery of 26 items of food alimentary to Becora Prison in Dili. The foods are destined to an average of 650 prisoners/beneficiaries resident at Becora Prison in Dili. Becora Prison will prepare 3 daily meals for each one of prisoner under the responsibility of the **Ministry of Justice**.

Other requirements and responsibilities of supplier:

- 1) The Food Supplier shall, at all times, maintain standard hygienic practices and procedures in the preparation and handling of the food.
- 2) The food shall arrive to the respective locations fresh
- 3) Any losses, spillage or spoilage brought about during the transport and delivery of the food shall be replaced by the Food Supplier.
- 4) Other related services and facilities to attain proper and complete distribution of the food to the Employer's personnel shall be borne by the Food Supplier.
- 5) Commencement of Contract shall be executed after the Supplier's receipt of the Notice to Commence Supply of Food for Prisoners in Becora Prison.
- 6) The contract duration for each location will be for Eighth (8) months.

TECHNICAL SPECIFICATION SCHEDULES

GOODS SPECIFICATIONS

PERIODICAL NEEDS FOR GOODS AND TIME SCHEDULE FOR DELIVERY

Item	Specifications of Food (Good alimenticious)	Necessity Per capita per day (3 meals)	Average number of prisoners per day	Unity	Quantity per day	Quantity per week	Quantity per month	Delivery
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Supply and Delivery of food for Becora Prison in Dili, Timor-Leste.

1	Bread (15 grams each)	15 gr bread	650	Unit	1300	9100	39000	Daily
2	Concentrated Juice	25 ml	650	Liter	16.25	60.94	243.75	weekly
3	Milk in powder	30 gr	650	kg	19.5	146.25	585	weekly
4	Coffee in powder	5 gr	650	kg	3.25	24.38	97.5	weekly
5	Tea	5 gr	650	kg	3.25	12.19	48.75	weekly
6	Sugar	25 gr	650	kg	16.25	121.88	487.5	weekly
7	Margarine	15 gr	650	kg	9.75	73.13	292.5	weekly
8	Eggs	1 egg	650	Unit	1300	1300.00	5200	weekly
9	Beef	160 gr	650	kg	104	208.00	832	weekly
10	Chicken	160 gr	650	kg	104	416.00	1664	weekly
11	Pork	80 gr	650	kg	52	52.00	208	weekly
12	Fish	100 gr	650	kg	65	65.00	260	weekly
13	Rice	100 gr	650	kg	65	325.00	1300	weekly
14	Noodles (Super mie)	100 gr	650	kg	65	162.50	650	weekly
15	Dry beans	50 gr	650	kg	32.5	121.88	487.5	weekly
16	Corn	50 gr	650	kg	32.5	121.88	487.5	weekly
17	Red onions	10 gr	650	kg	6.5	48.75	195	weekly
18	Regular onions	10 gr	650	kg	6.5	48.75	195	weekly
19	Vegetables	100 gr	650	kg	65	487.50	1950	weekly
20	Tomato	30 gr	650	kg	19.5	146.25	585	weekly
21	Carrot	30 gr	650	kg	19.5	73.13	292.5	weekly
22	Fruits	100 gr	650	kg	65	243.75	975	weekly
23	Vegetable Oil	20 ml	650	Liter	13	97.50	390	weekly

Supply and Delivery of food for Becora Prison in Díli, Timor-Leste.

24	Salt	5 gr	650	kg	3.25	24.38	97.5	weekly
25	Seasonings	2 gr	650	kg	1.3	9.75	39	weekly
26	Potatoes/Sweet potatoes	80 gr	650	kg	52	195.00	780	weekly

REQUIREMENTS OF GOODS

Item	Specifications of Food (Good alimentitious)	Necessity Per capita per day (3 meals)	Average number of prisoners per day	Unity	Brand/picture
1	Bread (15 grams each)	15 gr bread	650	Unit	N/A
2	Concentrated Juice	25 ml	650	Liter	Mandatory
3	Milk in powder	30 gr	650	kg	Mandatory
4	Coffee in powder	5 gr	650	kg	Mandatory
5	Tea	5 gr	650	kg	Mandatory
6	Sugar	25 gr	650	kg	N/A
7	Margarine	15 gr	650	kg	Mandatory
8	Eggs	1 egg	650	Unit	N/A
9	Beef	160 gr	650	kg	Mandatory
10	Chicken	160 gr	650	kg	Mandatory
11	Pork	80 gr	650	kg	Mandatory
12	Fish	100 gr	650	kg	Mandatory
13	Rice	100 gr	650	kg	Mandatory
14	Noodles (Super mie)	100 gr	650	kg	Mandatory
15	Dry beans	50 gr	650	kg	N/A
16	Corn	50 gr	650	kg	N/A

Supply and Delivery of food for Becora Prison in Dili, Timor-Leste.

17	Red onions	10 gr	650	kg	N/A
18	Regular onions	10 gr	650	kg	N/A
19	Vegetables	100 gr	650	kg	N/A
20	Tomato	30 gr	650	kg	N/A
21	Carrot	30 gr	650	kg	N/A
22	Fruits	100 gr	650	kg	N/A
23	Vegetable Oil	20 ml	650	Liter	Mandatory
24	Salt	5 gr	650	kg	N/A
25	Seasonings	2 gr	650	kg	Mandatory
26	Potatoes/Sweet potatoes	80 gr	650	kg	N/A

The goods mentioned here are necessary to provide meals to the prisoners allocated to the Becora Prison in Díli, Timor-Leste. Each day it will be provided for each prisoner 3 meals (breakfast at 8.30 am, lunch at 11.30 am and dinner at 6.30 pm). The percapita needs for each prisoner was calculated accordingly with recommendations stated at some Reports of Ministry of Health.

Supply and Delivery of food for Becora Prison in Díli, Timor-Leste.

PRICE SCHEDULE

1.1 Specification and Conditions *1st OPTION BID PRICE* per unit/kg/liter

Item	A.Specifications of Food	B.Unit	C.Quantidades por dia por unid/kg/L	D.Quantity per month per unid/kg/L	E. Unit Price per unit/kg/L \$	F.Total Price per month (F=D*E) \$	G. Total Price per 8 months (G=F*8) \$
1	Bread (15 grams each)	1 Unit	1300	39000	\$	\$	\$
2	Concentrated Juice	1 Liter	16.25	243.75	\$	\$	\$
3	Milk in powder	1 kg	19.5	585	\$	\$	\$
4	Coffee in powder	1 kg	3.25	97.5	\$	\$	\$
5	Tea	1 kg	3.25	48.75	\$	\$	\$
6	Sugar	1 kg	16.25	487.5	\$	\$	\$
7	Margarine	1 kg	9.75	292.5	\$	\$	\$
8	Eggs	1 unit (1 egg)	1300	5200	\$	\$	\$
9	Beef	1 kg	104	832	\$	\$	\$
10	Chicken	1 kg	104	1664	\$	\$	\$
11	Pork	1 kg	52	208	\$	\$	\$
12	Fish	1 kg	65	260	\$	\$	\$
13	Rice	1 kg	65	1300	\$	\$	\$
14	Noodles (Super mie)	1 kg	65	650	\$	\$	\$
15	Dry beans	1 kg	32.5	487.5	\$	\$	\$
16	Corn	1 kg	32.5	487.5	\$	\$	\$
17	Red onions	1 kg	6.5	195	\$	\$	\$
18	Regular onions	1 kg	6.5	195	\$	\$	\$
19	Vegetables	1 kg	65	1950	\$	\$	\$
20	Tomato	1 kg	19.5	585	\$	\$	\$
21	Carrot	1 kg	19.5	292.5	\$	\$	\$
22	Fruits	1 kg	65	975	\$	\$	\$
23	Vegetable Oil	1 liter	13	390	\$	\$	\$
24	Salt	1 kg	3.25	97.5	\$	\$	\$
25	Seasonings	1 kg	1.3	39	\$	\$	\$
26	Potatoes/Sweet potatoes	1 kg	52	780	\$	\$	\$
Total Price for Supply Food							\$
27	Delivery Food	Delivery	N/A	4	\$	\$	\$

Supply and Delivery of food for Becora Prison in Dili, Timor-Leste.

Total Bid Price for Supply and Delivery of Food for Becora Prison, Dili, Timor-Leste (Option 1)	\$
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1.2 Specification and Conditions *2nd OPTION BID PRICE* per pack

Item	A.Specifications of Food	B.Unit	C.Quantity needed per day per unit/kg/L	D.Quantity per month per unit/kg/L	E. Unity/Pack of liters or kilograms	F. Unit Price per pack \$	G.Total Price per month (G=D/X*F) \$	H. Total Price per 8 months (H=G*8) \$
1	Bread (15 grams each)	1 Unit	1300	39000	1 pack of X bread	\$	\$	\$
2	Concentrated Juice	1 Liter	16.25	243.75	1 Pack of X Liters	\$	\$	\$
3	Milk in powder	1 kg	19.5	585	1 Pack of X kg	\$	\$	\$
4	Coffee in powder	1 kg	3.25	97.5	1 Pack of X kg	\$	\$	\$
5	Tea	1 kg	3.25	48.75	1 Pack of X kg	\$	\$	\$
6	Sugar	1 kg	16.25	487.5	1 Pack of X kg	\$	\$	\$
7	Margarine	1 kg	9.75	292.5	1 Pack of X kg	\$	\$	\$
8	Eggs	1 unit (1 egg)	1300	5200	1 Pack of X eggs	\$	\$	\$
9	Beef	1 kg	104	832	1 Pack de X kg	\$	\$	\$
10	Chicken	1 kg	104	1664	1 Pack of X kg	\$	\$	\$
11	Pork	1 kg	52	208	1 Pack of X kg	\$	\$	\$
12	Fish	1 kg	65	260	1 Pack of X kg	\$	\$	\$
13	Rice	1 kg	65	1300	1 Pack of X kg	\$	\$	\$
14	Noodles (Super mie)	1 kg	65	650	1 Pack of X kg	\$	\$	\$
15	Dry beans	1 kg	32.5	487.5	1 Pack of X kg	\$	\$	\$
16	Corn	1 kg	32.5	487.5	1 Pack of X kg	\$	\$	\$
17	Red onions	1 kg	6.5	195	1 Pack of X kg	\$	\$	\$
18	Regular onions	1 kg	6.5	195	1 Pack of X kg	\$	\$	\$
19	Vegetables	1 kg	65	1950	1 Pack of X kg	\$	\$	\$
20	Tomato	1 kg	19.5	585	1 Pack of X kg	\$	\$	\$
21	Carrot	1 kg	19.5	292.5	1 Pack of X	\$	\$	\$

Supply and Delivery of food for Becora Prison in Dili, Timor-Leste.

					kg			
22	Fruits	1 kg	65	975	1 Pack of X kg	\$	\$	\$
23	Vegetable Oil	1 liter	13	390	1 Pack of X Liters	\$	\$	\$
24	Salt	1 kg	3.25	97.5	1 Pack de X kg	\$	\$	\$
25	Seasonings	1 kg	1.3	39	1 Pack de X kg	\$	\$	\$
26	Potatoes/Sweet potatoes	1 kg	52	780	1 Pack de X kg	\$	\$	\$
Total Price for Supply Food								\$
27	Delivery Food	Delivery	N/A	4	N/A	\$	\$ (column D*F)	\$ (column G*8)
Total Bid Price for Supply and Delivery of Food for Becora Prison, Dili, Timor-Leste (OPTION 2)								\$

Unit costs/unit price: the bidder shall quote the unit price (per packing unit or per unit required according to Option 1 **OR** Option 2). Any quantity or other discounts (e.g.: volume discounts) shall be clearly. If the bidder fill both the options forms, be aware that the total Price for both options shall be equivalent.

Supply and Delivery of food for Becora Prison in Dili, Timor-Leste.

Section VI. General Conditions of Contract

Table of Contents

1.	Definitions.....	2
2.	Contract Documents.....	2
3.	Corrupt Practices.....	3
4.	Interpretation	3
5.	Language	4
6.	Joint Venture, Consortium or Association	4
7.	Eligibility	4
8.	Notices	4
9.	Governing Law and Force Majeure.....	4
10.	Settlement of Disputes	5
11.	Scope of Supply	5
12.	Delivery and validity	5
13.	Food Supplier's Responsibilities, packing and liquidity of damages	5
14.	Employer's Responsibilities	6
15.	Contract Price.....	6
16.	Terms of Payment.....	6
17.	Taxes and Duties	6
18.	Performance Security and warranty.....	7
19.	Subcontracting.....	7
20.	Change in Laws and Regulations	7
21.	Change Orders and Contract Amendments.....	7
22.	Termination	8
23.	Assignment.....	9

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 Employer and the Food 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 Food 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 Foods from the Food Supplier to the Employer in accordance with the terms and conditions set forth in the Contract.
- (f) "Completion" means the fulfillment of the Related Services by the Food Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "GCC" means the General Conditions of Contract.
- (h) "Foods" means all of the foods that the Food Supplier is required to supply to the Employer under the Contract.
- (i) "Employer's Country" is the country specified in the Special Conditions of Contract (SCC).
- (j) "Employer" means the entity purchasing the Foods and Related Services, as specified in the SCC.
- (k) "Related Services" means the services incidental to the supply of the Foods, such as support personnel during delivery and maintaining the food in an acceptable condition and other similar obligations of the Food 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 Foods to be supplied or execution of any part of the Related Services is subcontracted by the Food Supplier.
- (n) "Food 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 Employer and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Food Supplier.
- (o) "The Site," where applicable, means the location 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 Employer requires Bidders and Food Suppliers to observe the highest standard of ethics during the procurement and execution of such contract. In pursuance of this policy, the Employer:
- (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 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; and
 - (c) will sanction a firm or an individual, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Employer -financed activities if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices.
- 3.2 The Food Supplier shall permit the Employer to inspect the Food Supplier's accounts and records relating to the performance of the Food Supplier and to have them audited by auditors appointed by the Employer, if so required by the Employer.

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Entire Agreement
- The Contract constitutes the entire agreement between the Employer and the Food Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 4.3 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.
- 4.4 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.

4.5 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 Food Supplier and the Employer, 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 Food 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 Food Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Employer 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 Employer.

7. Eligibility

- 7.1 In terms of eligible source countries for supply of Foods and related services. The Employer currently has no specific restrictions.
- 7.2 For the purpose of this Clause, origin means the country where the Foods have been grown, mined, cultivated, produced, or processed.

8. Notices

- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

9. Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Employer's country, unless otherwise specified in the SCC.
- 9.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Supplier shall give notice and full particulars in writing to the Purchaser of such occurrence or change if the Supplier is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.

- 9.3 The Supplier shall also notify the Purchaser of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, the Purchaser shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Supplier of a reasonable extension of time in which to perform its obligations under the Contract.
- 9.4 If the Supplier is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the Purchaser shall have the right to suspend or terminate the Contract.
- 9.5 The Supplier shall not be liable for liquidated damages if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of Force Majeure.
- 10. Settlement of Disputes**
- 10.1 The Employer and the Food Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Foods and Related Services to be supplied shall be as specified in Section V, Schedule of price and supply.
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Foods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery and validity**
- 12.1 Subject to GCC Sub-Clause 21.1, the Delivery of the Foods shall be in accordance with the location, kind and quantity of food, time of delivery and the requirements specified in Section V, Schedule of Supply. The Supplier shall correct defects in the delivery process otherwise the warranty will be executed.
- 12.2 The contract shall be in force as mentioned in SCC.
- 12.3 In case of delay in delivery, the fees will be 1% per day.
- 13. Food Supplier's Responsibilities, packing and liquidity of damages**
- 13.1 The Food Supplier shall supply all the Foods and Related Services included in the Price Schedule in accordance with GCC Clause 11.
- 13.2 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination.
- 13.3 Late delivery shall be subject, without notice, to an assessment of liquidated damages equivalent to the daily amount and maximum



amounts specified in the Special Conditions of Contract. The Purchaser has the right to deduct this amount from the supplier's outstanding invoices, if any. This remedy is without prejudice to any others that may be available to the Purchaser, including termination of the Contract, for the Supplier's non-performance, breach and/or violation of any of the terms and conditions of the Contract.

- 13.4 Acceptance of Goods delivered late shall not be deemed a waiver of the Purchaser's rights to hold the Supplier liable for any loss and/or damage resulted therefrom, nor shall it act as a modification of the Supplier's obligation to make future deliveries in accordance with the delivery schedule

14. Employer's Responsibilities

- 14.1 Whenever the supply of Foods and Related Services requires that the Food Supplier obtain permits, approvals, and obtaining visas for thier own personnel, the Employer shall, if so required by the Food Supplier, make its best effort to assist the Food Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Food Supplier shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

15. Contract Price

- 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.
- 15.2 Prices charged by the Food Supplier for the Foods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Food Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16. Terms of Payment

- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Food Supplier's request for payment shall be made to the Employer in writing, accompanied by invoices describing, as appropriate, the Foods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Employer, no later than sixty (60) days after submission of an invoice or request for payment by the Food Supplier, and the Employer has accepted it and in case of late, the fees will be 1% per day delay.
- 16.4 The currency or currencies in which payments shall be made to the Food Supplier under this Contract shall be specified in the SCC.

17. Taxes and Duties

- 17.1 For Foods supplied from outside the Employer's country, the Food Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within the Employer's country.
- 17.2 For Foods supplied from within the Employer's country, the Food Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Foods to the Employer.

- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Food Supplier in the Employer's Country, the Employer shall use its best efforts to enable the Food Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security and warranty**
- 18.1 The Food Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Employer as compensation for any loss resulting from the Food Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Employer, and shall be in one of the forms stipulated by the Employer in the SCC, or in another form acceptable to the Employer.
- 18.4 The Performance Security is valid during the period of contract and shall be discharged by the Employer and returned to the Food Supplier not later than twenty eight (28) days following the date of completion of the Food Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 18.5 A commercial warranty shall be applicable to the supplied goods and/ or related services, for the period specified in the Bid Data.
- 19. Subcontracting**
- 19.1 The Food Supplier shall notify the Employer in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Food Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 19.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 20. Change in Laws and Regulations**
- 20.1 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 Employer'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 Contract Price, then such Contract Price shall be correspondingly increased or decreased, to the extent that the Food 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.
- 21. Change Orders and Contract Amendments**
- 21.1 The Employer may at any time order the Food 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) the kind and quantity of the food;
 - (b) the place of delivery; and
 - (c) the Related Services to be provided by the Food Supplier.



- 21.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Food 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 Food Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Food Supplier's receipt of the Employer's change order.
- 21.3 Prices to be charged by the Food 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 Food Supplier for similar services.

22. Termination

22.1 Termination for Default

- (a) The Employer, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Food Supplier, may terminate the Contract in whole or in part:
- (i) if the Food Supplier fails to deliver any or all of the Foods within the period specified in the Contract; or
 - (ii) if the Food Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 22.1(a), the Employer may procure, upon such terms and in such manner as it deems appropriate, Foods or Related Services similar to those undelivered or not performed, and the Food Supplier shall be liable to the Employer for any additional costs for such similar Foods or Related Services. However, the Food Supplier shall continue performance of the Contract to the extent not terminated.
- (c) if the Food Supplier, in the judgment of the Employer has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

22.2 Termination for Insolvency

The Employer may at any time terminate the Contract by giving Notice to the Food Supplier if the Food Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Food 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 Employer.

22.3 Termination for Convenience

- (a) The Employer, by Notice sent to the Food 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 Employer's convenience, the extent to which performance of the Food Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Foods that are complete and ready for shipment within fifteen (15) days after the Food Supplier's receipt of the Notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Foods, the



Employer 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 Food Supplier an agreed amount for partially completed Foods and Related Services and for materials and parts previously procured by the Food Supplier.

23. Assignment

- 23.1 Neither the Employer nor the Food Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
- 23.2 The Contract shall be signed at the presence of both parties in the day, local and time which the Employer will notify to the Food Supplier, or the successful Bidder shall sign, date, and return it to the Employer.



Section VII. Special Conditions of Contract

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

GCC 1.1(i)	The Employer's country is: Democratic Republic of Timor-Leste
GCC 1.1(j)	The Employer is: Ministry of Justice Office address: Rua da Justiça, Colmera, Dili, Timor-Leste
GCC 1.1 (o)	The Locations is: Becora Prison, at Dili city
GCC 5.1	The language shall be: Portuguese
GCC 6.1	The individuals or firms in a joint venture, consortium or association are jointly and severally liable.
GCC 8.1	For <u>notices</u> , the Employer's address shall be: Attention: Crisogno da Costa Neto National Director of Administration and Finance Office address: Rua da Justiça, Colmera, Dili, Timor-Leste Telephone No.: +670 77230148
GCC 9.1	The governing law shall be: The Law of Democratic Republic of Timor-Leste.
GCC 10.2	The formal mechanism for the resolution of disputes shall be: The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: (a) Contract with foreign Food Supplier: All disputes arising in connection with the present Contract the parties elect the Court of Dili to settle any dispute with express waiver of any other. (b) Contracts with Food Supplier who is a national of the Employer's country: In the case of a dispute between the Employer and a Food Supplier who is a national of the Employer's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Employer's country.
GCC 11.1	The scope of supply shall be defined in: Section V, Schedule of Supply: Supply and delivery of 26 items of food alimentary for an average of 650 prisoners at Becora Prison in Dili. Becora Prison will prepare 3 daily meals for each one of prisoner.
GCC 12.1	Requirements of delivery to Becora Prison in Dili shall be defined in: Section V, Schedule of Supply: Delivery shall be every day for supply of bread and for remaining the 25 items of food has to be delivery in a weekly basis.

GCC 12.2	The validity of the contract is after signing the contract till the 31 December 2019.
GCC 13.1	Responsibility of Supplier is defined in: Section V, Schedule of Supply
GCC 13.3	Liquidity damages shall be at 1/10 of 1% of the price of contract.
GCC 15.2	The price adjustment shall be: Not Applicable
GCC 16.1	The terms of payment shall be: GCC 16.1—The method and conditions of payment to be made to the Food Supplier under this Contract shall be as follows: Payment will be made on a monthly basis in accordance with the actual type and quantity of food ordered by the Employer, using the unit prices established in the accepted Price Schedule. The payment will be made within sixty (60) days after submission of the monthly invoice that has to describe the services per week and in accordance with the delivery. Advance payment: Not Applicable
GCC 16.4	The currencies for payments shall be: United States Dollar (US\$) .
GCC 18.1	The Food Supplier shall provide a Performance Security in the amount of Five Percent (5%) of the Contract Price in accordance with the law and has to be accepted by the employer prior to the award. The Performance Security shall be denominated in United States Dollar (US\$) .
GCC 18.3	The type of acceptable Performance Security shall be in the form of an Unconditional Bank Guarantee issued by a commercial bank acceptable to the Purchaser or discounts of 5% in each monthly payment .
GCC 18.4	Discharge of Performance Security shall take place: Not later than twenty eight (28) days following the date of completion of the Food Supplier's performance obligations under the Contract.
GCC 18.5	A commercial warranty shall be applicable to the supplied goods and/ or related services. Not later than sixty (60) days following the date of completion of the Food Supplier's performance obligations under the Contract the warranty should be discharged. The warranty can be provided in the same type as performance security.
GCC 21.1	Amendment of the contract is permitted, and regarding the price it can only exceed the contract price at 10%. Amendments are also permitted to extend the validity of Contract in order to pay the bills.



Section VIII. Contract Forms

Table of Forms

Agreement8-2

Performance Security8-3

A handwritten signature in blue ink, appearing to be 'M. Kelly', is located in the lower right quadrant of the page.

Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter "the Employer"), of the one part, and _____ of _____ (hereinafter "the Food Supplier"), of the other part:

WHEREAS the Employer invited bids for the Supply and Delivery of Food for Becora Prison in Dili, Timor-Leste, ICB/001/MJ-2019 and has accepted a Bid by the Food Supplier 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 Employer's Notification to the Food Supplier of Award of Contract;
 - (b) the Bid Submission Sheet and the Price Schedules submitted by the Food 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 Employer to the Food Supplier as indicated in this Agreement, the Food Supplier hereby covenants with the Employer to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Food Supplier in consideration of the provision of the Goods 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 Employer)

Signed by _____ (for the Food Supplier)



Performance Security

Date: _____

Contract Name and No. : _____

To: _____

WHEREAS _____ (hereinafter "the Food Supplier") has undertaken, pursuant to Contract No. _____ dated _____, _____ for the Supply and Delivery of Food for Becora Prison in Dili, Timor-Leste, ICB/001/MJ-2019 (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Food Supplier shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Food Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter "the Guarantor"), have agreed to give the Food Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Food Supplier, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Food Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the _____ day of _____, _____.

Name _____

In the capacity of _____

Signed _____

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

Date _____

