



Printing of Books for Session Plans, Lesson Plans, and School Reports
ICB/014/ME-2019

ADDENDUM NO.: 1
5 August 2019

This Addendum No. 1 is issued to amend certain items in the Bidding Documents in accordance with Clause 8 of the Instruction to Bidders for ICB/014/ME-2019- Printing of Books for Session Plans, Lesson Plans, and School Reports, in the form of Addendum-1.

No.	Part of the Bidding Document	As per Original Bidding Document	As per this Addendum No. 1
1.	Section 5. Schedule of Supply - Table 2 Technical Specification	6. Cover - Art Paper 210 gram, colour, Inside - paper HVS 80 gram, black and white, Stitching	6. Dimension size (17.5cm x 24.8cm = 6.9in x 9.8in), Cover - Art Paper 210 gram, colour, Inside - paper HVS 80 gram, black and white, Stitching.
2.	Section 3- Evaluation and Qualification Criteria. -Evaluation of Technical Bids	Item 1: Financial information is included in the technical bid	This clause is deleted
3.	Section 6 – General Condition of Contract- GCC 16.3	Payments shall be made promptly by the Purchaser, no later than <u>90</u> days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.	Payments shall be made promptly by the Purchaser, no later than <u>45</u> days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
4.	Section 6 – General Condition of Contract- GCC 18.1	The Supplier shall, within <u>28</u> 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.	The Supplier shall, within <u>14</u> 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.
5.	Section 7: Special Conditions of Contract. GCC 16.1	Payment of the Contract Price shall be made in the following manner: Advance Payment of 20% of the accepted contract price after 15 days of Notice to Proceed. 10% payment after the approval of samples by the purchaser. 70% payment of the Accepted Contract Price shall be paid within forty-five (45) days upon submission of claim	Payment of the Contract Price shall be made in the following manner: a. <u>Advance Payment</u> - 20% of the accepted contract price after 15 days of Notice to Proceed and upon submission of claim and a bank Guarantee for equivalent amount acceptable to purchaser as per applicable laws valid until the books are delivered and related service have been performed and accepted by the Purchaser and is the provided in the bidding document. or

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		supported by the Certificate of Acceptance issued by the Purchaser on DDP at Ministério da Educação, Juventude e Desporto (MEJD) at Tuana Laran, Dili, Timor Leste	b. <u>Upon Final Acceptance</u> – 100% of the Contract price upon the final acceptance from purchaser.
6.	Section 8. Contract Forms	The Contract Form of Notification of Award (Letter of Acceptance) is not attached	The contract form of Notification of Award (Letter of Acceptance) is attached
7.	Section 8. Contract Forms - Contract Agreement	2. (d) List of Eligible Countries that was specified in Section 5 of the Bidding Document;	This clause is deleted
8.	Section 1 ITB Instruction to Bidder – 39.3	<p>The Purchaser's evaluation of a bid will exclude and not take into account,</p> <p>(a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;</p> <p>(b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and</p> <p>(c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.</p>	<p>The Purchaser's evaluation of a bid will <u>include</u>:</p> <p>(a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;</p> <p>(b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and</p> <p>(c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.</p>
9.	Section 1 ITB Instruction to Bidder – 42.3	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.	This clause is deleted
10.	Section 1 ITB Instruction to Bidder	45.1 Promptly after notification, and taking the necessary approvals from government authorities, the Purchaser shall send to the successful Bidder the Agreement.	<p>Notification of Award</p> <p>45.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 41.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The</p>

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			<p>notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").</p> <p>45.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>
11	Section 1 ITB Instruction to Bidder	45.2 Within 14 days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.	<p>Signing of Contract:</p> <p>46.1 Promptly after notification of award (letter of acceptance), the purchaser shall send the successful Bidder the Contract Agreement.</p> <p>46.2 Within 14 days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.</p>
12.	Section 1 ITB Instruction to Bidder	<p>46.1-Performance Security</p> <p>Within 14 days of the receipt of <u>Agreement</u> from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 8 (Contract Forms), or another form acceptable to the Purchaser. If the institution issuing the performance security is located outside the country of the Purchaser, it shall have a correspondent financial institution <i>located</i> in the country of the Purchaser to make it enforceable.</p>	<p>47.1-Performance Security</p> <p>Within 14 days of the receipt of <u>notification of award (letter of acceptance)</u> from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 8 (Contract Forms), or another form acceptable to the Purchaser. If the institution issuing the performance security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.</p>



Aniceto do Rosario
Director, CNA

Notification of Award

[on letterhead of the Purchaser]

Letter of Acceptance

[date]

To: *[name and address of the supplier]*

Subject: Notification of Award Contract No. *[please specify]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the contract and identification number, as given in the Bid Data Sheet]* for the Accepted Contract Amount of the equivalent of *[amount in words and figures and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 14 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 8 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month]*, *[insert year]*, between *[insert complete name of the purchaser]* of *[insert complete address of the Purchaser]* (hereinafter “the Purchaser”), of the one part, and *[insert complete name of the supplier]* of *[insert complete address of the supplier]* (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (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) Letter of Acceptance;
 - (b) Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) Special Conditions of Contract;
 - (d) General Conditions of Contract;
 - (e) Schedule of Supply; and
 - (f) any other documents shall be added here.

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by *[insert authorized signature for the Purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)