



**REPÚBLICA DEMOCRÁTICA DE TIMOR-LESTE  
COMISSÃO NACIONAL DE APROVISIONAMENTO**

**PROCUREMENT DOCUMENT**

**Prequalification of Bidders**

Invitation for Prequalification No.: ICB/012/MPMR-2013

ICB No.: ICB/012/MPMR-2013

Description: Design and Construction of Suai Supply Base

Employer: The Ministry of Petroleum and Mineral Resources  
on behalf of the Government of the Democratic  
Republic of Timor-Leste

Country: The Democratic Republic of Timor-Leste



Issued on: 27 May 2013

# Summary Description

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## **PART I. PREQUALIFICATION PROCEDURES**

### **Section 1. Instructions to Applicants (ITA) ----- 1-1**

This section specifies the procedures to be followed by Applicants in the preparation and submission of their Applications for Prequalification (AFP). Information is also provided on opening and evaluation of AFPs.

### **Section 2. Application Data Sheet (ADS) ----- 2-1**

This section consists of provisions that are specific to each prequalification and supplement the information or requirements included in Section 1 Instructions to Applicants.

### **Section 3. Qualification Criteria (QLC) ----- 3-1**

This section contains the criteria and methods to be used to evaluate Applications.

### **Section 4. Application Forms (APF) ----- 4-1**

This section contains the Application Submission Sheet and all the forms required to be submitted with the Application.

## **PART II. REQUIREMENTS**

### **Section 5. Scope of Contract (SOC) ----- 5-1**

This section includes a summary description of the scope of contract and additional information on major contract components, major quantities, required construction methods, and the contract implementation period of the Contract subject of this prequalification exercise.

# **PART I – Prequalification Procedures**

# Section 1. Instructions to Applicants

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## A. General

- 1. Scope of Application**

1.1 In connection with the Invitation for Prequalification indicated in Section 2, Application Data Sheet (ADS), the Employer, as defined in the ADS, issues this Prequalification Document to applicants interested in bidding for the works described in Section 5, Scope of Contract. The number of contracts and the name and identification of each contract as well as the International Competitive Bidding (ICB) number corresponding to this prequalification, are provided in the ADS.
- 2. Source of Funds**

2.1 The Government of the Democratic Republic of Timor-Leste has established an Infrastructure Fund under the Office of the Prime Minister and the Employer is authorised to use a part this fund to make eligible payments under the Contract resulting from this Prequalification.
- 3. Fraud and Corruption**

3.1 The Employer requires Bidders, suppliers, and contractors to observe the highest standard of ethics during the procurement and execution of contracts. 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 proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
  - (c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in 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.
- 4. Eligible Applicants**

4.1 An Applicant shall be a private or government owned legal 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 partners to the JV shall be jointly and severally liable; and
- (b) the JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the prequalification process and, in the event the JV is prequalified, 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 the 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 the bidding process if including but not limited to:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material 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 the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) a Bidder participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

4.3 A firm that is under a declaration of ineligibility by the Employer in accordance with ITA Clause 3 shall not be eligible to participate in any procurement activities under the Employer's project while under sanction by the Employer whether such sanction was directly imposed by the Employer or imposed by an international organisation recognised by the Employer. A bid from a sanctioned firm or cross-debarred firm will be rejected.

4.4 Applicants shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably

request.

- 5. Eligible Materials, Equipment and Services** 5.1 In terms of eligible source countries for supply of the materials, equipment and services to be supplied under the Contract, the Employer currently has no specific limitations.

## **B. Contents of Prequalification Document**

- 6. Sections of the Prequalification Document** 6.1 The Prequalification Document consists of Parts I and II which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITA Clause 8.

### **PART I Prequalification Procedures**

- Section 1. Instructions to Applicants (ITA)
- Section 2. Application Data Sheet (ADS)
- Section 3. Qualification Criteria (QLC)
- Section 4. Application Forms (APF)

### **PART II Requirements**

- Section 5. Scope of Contract

- 6.2 The "Invitation for Prequalification" issued by the Employer is not part of the Prequalification Document.
- 6.3 The Employer accepts no responsibility for the completeness of the Prequalification Document and its addenda unless they were obtained directly from the Employer.
- 6.4 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Document and to furnish all information or documentation required by the Prequalification Document. The information or documentation shall be complete, accurate, current, and verifiable. The Employer shall have the right to conduct independent checks to determine the completeness and accuracy of the information or documentation provided by the Applicant, and to take remedial actions, including rejection of the Applicant, as appropriate.
- 7. Clarification of Prequalification Document** 7.1 A prospective Applicant requiring any clarification of the Prequalification Document shall contact the Employer in writing at the Employer's address indicated in the ADS. 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 Applications. The Employer shall forward copies of its response to all Applicants who have acquired the Prequalification Document directly from the Employer including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Prequalification Document as a result of a request for clarification, it shall do so following the procedure under ITA Clause 8 and in accordance with the provisions of Sub-Clause 17.2.
- 8. Amendment of Prequalification Document** 8.1 At any time prior to the deadline for submission of Applications, the Employer may amend the Prequalification Document by issuing addenda.

- 8.2 Any addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all who have obtained the Prequalification Document directly from the Employer.
- 8.3 To give prospective Applicants reasonable time in which to take an addendum into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications.

### **C. Preparation of Applications**

- 9. Cost of Applications** 9.1 The Applicant shall bear all costs associated with the preparation and submission of its Application, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.
- 10. Language of Application** 10.1 The Application, as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Application, the translation shall govern.
- 11. Documents Comprising the Application** 11.1 The Application shall comprise the following:
- (a) Application Submission Sheet, in accordance with ITA Clause 12;
  - (b) written confirmation authorizing the signatory of the Application to commit the Applicant, in accordance with ITA Sub-Clause 15.3;
  - (c) documentary evidence establishing the Applicant's eligibility to prequalify, in accordance with ITA Clause 13;
  - (d) documentary evidence establishing the Applicant's qualifications, in accordance with ITA Clause 14; and
  - (e) any other document required as specified in the ADS.
- 12. Application Submission Sheet** 12.1 The Applicant shall prepare an Application Submission Sheet using the form furnished in Section 4, Application Forms. This form must be completed without any alteration to its format.
- 13. Documents Establishing the Eligibility of the Applicant** 13.1 To establish its eligibility in accordance with ITA Clause 4, the Applicant shall complete the eligibility declarations in the Application Submission Sheet and Forms ELI 1.1 and 1.2, included in Section 4, Application Forms.
- 14. Documents Establishing the Qualifications of the Applicant** 14.1 To establish its qualifications to perform the contract in accordance with Section 3, Qualification Criteria, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section 4, Application Forms.
- 15. Signing of the Application and Number of Copies** 15.1 The Applicant shall prepare one original of the documents comprising the Application as described in ITA Clause 11 and clearly mark it "ORIGINAL". The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to



sign on behalf of the Applicant.

15.2 The Applicant shall submit copies of the signed original Application, in the number specified in the ADS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

15.3 The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be as specified in the ADS. Applications submitted by an existing or intended JV shall include an undertaking signed by all partners

- (a) stating that all partners shall be jointly and severally liable, and
- (b) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the prequalification process and, in the event the JV is prequalified, during the bidding process, and in the event the JV is awarded the Contract, during contract execution.

#### **D. Submission of Applications**

**16. Sealing and Marking of Applications**

16.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope which shall

- (a) bear the name and address of the Applicant;
- (b) be addressed to the Employer, in accordance with ITA 17.1; and
- (c) bear the specific identification of this prequalification process indicated in the ADS 1.1.

16.2 If the envelope is not sealed and marked as required, the Employer will assume no responsibility for the misplacement of the Application.

**17. Deadline for Submission of Applications**

17.1 Applications shall be received by the Employer at the address and no later than the deadline indicated in the ADS.

17.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with ITA Clause 8, in which case all rights and obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

**18. Late Applications**

18.1 The Employer reserves the right to accept or reject late Applications.

**19. Opening of Applications**

19.1 The Employer shall prepare a record of the opening of Applications that shall include, as a minimum, the name of the Applicant. A copy of the record shall be distributed to all Applicants.

#### **E. Evaluation of Applications**

**20. Confidentiality**

20.1 Information relating to the evaluation of Applications, and recommendation for prequalification, shall not be disclosed to Applicants or any other persons not officially concerned with such process until the notification of prequalification is made to all Applicants.

- 20.2 From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with ITA Clause 28, if any Applicant wishes to contact the Employer on any matter related to the prequalification process, it may do so in writing.
- 21. Clarification of Applications**
- 21.1 To assist in the evaluation of Applications, the Employer may, at its discretion, ask any Applicant for a clarification of its Application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- 21.2 If an Applicant does not provide clarifications of the information requested by the date and time set in the Employer's request for clarification, its Application may be rejected.
- 22. Responsiveness of Applications**
- 22.1 The Employer may reject any Application which is not responsive to the requirements of the Prequalification Document.
- 23. Subcontractors**
- 23.1 Applicants shall state in the Application Submission Sheet whether they intend to subcontract parts or elements of the Works.
- 23.2 If an Applicant intends to subcontract any of the key activities listed in Section 3, Qualification Criteria, Criteria 4.2 (b) and 4.3, then such key activities and the proposed Subcontractors (Specialist Subcontractors) shall be clearly identified in Section 4, Application Forms, Forms ELI-1.2 and EXP-4.2 and EXP-4.3. Such Specialist Subcontractor(s) shall meet the corresponding qualification requirements specified in Section 3, Qualification Criteria. A formal intent to enter into an agreement with the Specialist Subcontractors in the form of a letter jointly signed by the Applicant and the Specialist Subcontractor should be submitted together with the Application. At the time of bidding, the Bidder shall use in its bid only Specialist Subcontractors prequalified during the prequalification exercise, unless in accordance with the ITA Clause 29 the Employer approves the new Specialist Subcontractor who shall be at least as qualified as that already prequalified, the onus to evidence such is on the Applicant.
- 23.3 Unless otherwise specified in the ADS, the Employer does not intend to execute certain specific parts of the Works by Subcontractors selected in advance by the Employer (Nominated Subcontractors).

## **F. Prequalification of Applicants**

- 24. Evaluation of Applications**
- 24.1 The Employer shall use the criteria and methods defined in Section 3, Qualification Criteria to evaluate the qualifications of the Applicants and proposed Subcontractors.
- 24.2 Only the qualifications of proposed Specialist Subcontractors with respect to "Experience in Key Activities" that have been identified in the Application pursuant to ITA 23.2 will be considered in the evaluation of an Applicant. However, the financial resources of Specialist Subcontractors may not be added to those of the Applicant for purposes of prequalification of the Applicant.
- 24.3 Unless otherwise indicated in the ADS, this prequalification shall be for a single contract.

- 25. Employer's Right to Accept or Reject Applications** 25.1 The Employer reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to Applicants
- 26. Prequalification of Applicants** 26.1 All Applicants, including their proposed Specialist Subcontractors, whose Applications have been determined to be substantially responsive to the requirements of the Prequalification Document and who have met or exceeded the specified criteria shall be prequalified by the Employer.
- 27. Notification of Prequalification** 27.1 Once the Employer has completed the evaluation of the Applications it shall notify all Applicants in writing of the names of those applicants who have been prequalified.
- 28. Invitation to Bid** 28.1 Promptly after the notification of the results of the prequalification, the Employer shall invite bids from all the Applicants that have been prequalified.
- 28.2 Bidders may be required to provide bid security in the form of a demand guarantee or other security acceptable to the Employer for an amount as specified in the bidding document.
- 29. Changes in Qualifications of Applicants** 29.1 Any change in the qualification status of an Applicant or change to a new Specialist Subcontractor, after being prequalified in accordance with ITA Clause 26 shall be subject to the written approval of the Employer. Any such change shall be submitted to the Employer not later than fourteen (14) days after the date of the Invitation to Bid. Such approval shall be denied if as a consequence of any change,
- (a) the prequalified Applicant, after the change, no longer substantially meets the qualification criteria set forth in Section 3, Qualification Criteria; or
  - (b) a new partner other than a new Specialist Subcontractor that had not been prequalified as an Applicant as per ITA 23.2 is added to a prequalified Applicant.

## Section 2. Application Data Sheet

### A. General

<b>ITA 1.1</b>	The identification of the Invitation for Prequalification, IFP No. is: ICB/012/MPMR-2013
<b>ITA 1.1</b>	The name of the Employer is: The Ministry of Petroleum and Mineral Resources on behalf of the Government of the Democratic Republic of Timor-Leste
<b>ITA 1.1</b>	The name of the contract is: Design and Construction of Suai Supply Base The identification number of the International Competitive Bidding, ICB No. is: ICB/012/MPMR-2013
<b>ITA 2.1</b>	Source of Funds: The Infrastructure Fund under the Office of the Prime Minister

### B. Contents of the Prequalification Document

<b>ITA 7.1</b>	For <b><u>clarification purposes</u></b> only, the Employer's address is: Office of the National Procurement Commission Rua dos Direitos Humanos, Dili, Timor- Leste. Attention: Mr Aniceto do Rosario, Member, National Procurement Commission Email: <a href="mailto:adorosario@npc.gov.tl">adorosario@npc.gov.tl</a> Copy to Mr RolitoRillo, Email: <a href="mailto:rillo@npc.gov.tl">rillo@npc.gov.tl</a> and to Mr.Greesh Sharma, Email: <a href="mailto:gsharma@charleskendall.com">gsharma@charleskendall.com</a>
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### C. Preparation of Applications

<b>ITA 11.1 (e)</b>	The Applicant shall submit with its Application the following additional documents: Nil
<b>ITA 15.2</b>	In addition to the original, the number of copies to be submitted with the Application is: Three (3)
<b>ITA 15.3</b>	The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be: Power of Attorney

### D. Submission of Applications

<b>ITA 17.1</b>	For <b>Application submission purposes</b> only, the Employer's address is: The Tender Box located at: Office of the National Procurement Commission, Rua dos Direitos Humanos, Dili, Timor- Leste. <b>The deadline for Application submission is:</b> Date: <b>8 July 2013</b> Time: <b>1700 hours local time</b>
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### E. Evaluation of Applications

<b>ITA 23.3</b>	The Employer does not intend to execute certain specific parts of the Works by Subcontractors selected in advance (Nominated Subcontractors).
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### F. Prequalification of Applicants

<b>ITA 24.3</b>	As stipulated in ITA 1.1, this prequalification exercise shall be for: a single contract.
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## Section 3. Qualification Criteria

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Unless specifically indicated otherwise, it is the legal entity or entities comprising the Applicant, and not the Applicant's parent companies, subsidiaries or affiliates that must satisfy the qualification criteria described below.

## 1. Eligibility

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

### 1.1 Conflict of Interest

No conflicts of interest in accordance with ITA Sub-Clause 4.2.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Application Submission Sheet
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### 1.2 Employer's Eligibility

Not having been declared ineligible by the Employer, as described in ITA Sub-Clause 4.3.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Application Submission Sheet
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**2. Pending Litigation**

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation shall be treated as resolved against the Applicant and so shall in total not represent more than 75% percent of the Applicant's net worth	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT – 2



### 3. Financial Situation

#### 3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the applicant's country, other financial statements acceptable to the Employer, for the last three (3) years to demonstrate the current soundness of the Applicant's financial position. As a minimum, the Applicant's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive USD45 million.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 3.1 with attachments

#### 3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover of US\$ 400 million calculated as total certified payments received for contracts in progress or completed, within the last three (3) years.	must meet requirement	must meet requirement	must meet 20% of the requirement	must meet 30% of the requirement	Form FIN - 3.2

## 4. Experience

### 4.1 General Construction Experience

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Experience under construction contracts in the role of contractor, subcontractor or management contractor for at least the last ten (10) years prior to the applications submission deadline.	must meet requirement	Not applicable	must meet requirement	Not applicable	Form EXP-4.1

### 4.2 Specific Construction Experience

#### (a) Contracts of Similar Size and Nature

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation in at least one design and build contract related to works carried out according to procedures and standards of the Oil & Gas Industry within the last ten (10) years that has been successfully or are substantially completed and that is similar to the proposed works, where the value of the Applicant's participation exceeds US\$ 280 million. The similarity shall be based on the physical size, nature, complexity, methods, technology or other characteristics of the contract as described in Section 5, Scope of Contract.	must meet requirement	must meet requirement	Not applicable	Not applicable	Form EXP-4.2 (a)

**(b) Construction Experience in Key Activities**

(May be complied by Specialist Subcontractors. Employer shall require evidence of subcontracting in the form of a letter of intent or an agreement jointly signed by the Applicant and the Specialist Subcontractor).

Criteria  Requirement	Compliance Requirements				Documents  Submission Requirements
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
For the above or other contracts executed during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities:	must meet requirements	must meet requirements	not applicable	not applicable	Form EXP-4.2 (b)
1) Port or Marine Construction Works exceeding USD70 million					
2) Breakwater Works, deep water rubble mound type breakwater or similar rubble mound works (e.g, Causeway works) of 1.5 million m3 volume of armour and core rocks or of minimum 1.5km length					
3) Fuel Tank Storage Works, with tank size of 3,000 kilo litres					
4) Remote and Greenfield Site, mainly supported by marine or offshore logistics; works value exceeding USD 35 million					
5) Earthworks, 500,000 m3 imported fill					
6) Landside Civil & Structural Works; works value exceeding USD 35 million					

### 4.3 Specific Design Experience

#### Design Experience in Key Design Components

(May be complied by Specialist Design Subcontractors. Employer shall require evidence of appointment in the form of a letter of intent or an agreement jointly signed by the Applicant and the Specialist Design Subcontractor).

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For the above or other contracts executed during the period stipulated in 4.2 (a) above, a minimum specialist design experience in the following key activities:	must meet requirements	must meet requirements	not applicable	not applicable	Form EXP-4.3
1) Design of Offshore Construction Works exceeding USD70million					
2) Breakwater Works, deep water rubble mound type breakwater or similar rubble mound works (e.g, Causeway works) of 1.5 million m3 volume of armour and core rocks or of minimum 1.5km length					
3) Design of marine hydraulics and navigation for Port or Marine Works					
4) Design of infrastructure for oil and gas industry; works value exceeding USD 35 million					

## Section 4. Application Forms

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### Application Submission Sheet

Date: .....  
IFP No.: .....  
ICB No.: .....

To: .....

We, the undersigned, apply to be prequalified for the referenced ICB and declare the following:

- (a) We have examined and have no reservations to the Prequalification Document, including Addenda No(s)....., issued in accordance with ITA Clause 8.
- (b) We, including any Subcontractors or Suppliers for any part of the contract resulting from this prequalification, do not have any conflict of interest in accordance with ITA Sub-Clause 4.2.
- (c) We, including any Subcontractors or Suppliers for any part of the contract resulting from this prequalification, have not been declared ineligible by the Employer in accordance with ITA Sub-Clause 4.3.
- (d) We, in accordance with ITA Sub-clause 23.1, plan to subcontract the following key activities or parts of the works: .....
- (e) We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the prequalification process:

Name of Recipient	Address	Reason	Amount
.....	.....	.....	.....
.....	.....	.....	.....

(If none has been paid or is to be paid, indicate "none.")

- (f) We understand that you may cancel the prequalification process at any time and that you are not bound either to accept any Application that you may receive or to invite the prequalified Applicants to bid for the contract subject of this prequalification, without incurring any liability to the Applicants, in accordance with ITA Clause 25.
- (g) We agree to permit the Employer or its representative to inspect our accounts and records and other documents relating to the Application for prequalification and to have them audited by auditors appointed by the Employer.
- (h) We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead the Employer in the prequalification evaluation process may lead to the rejection of the Application.

Name .....

In the capacity of .....

Signed .....

.....

.....

Duly authorized to sign the Application for and on behalf of .....

Date .....

.....

Form ELI – 1.1

## Applicant Information Sheet

Date: .....  
 IFP No.: .....  
 .....  
 ICB No.: .....  
 .....  
 Page .....of ..... pages

<b>Applicant Information</b>	
<b>Applicant's legal name</b>	
<b>In case of JV, legal name of each partner</b>	
<b>Applicant's actual or intended country of constitution</b>	
<b>Applicant's actual or Intended year of constitution</b>	
<b>Applicant's legal address in country of constitution</b>	
<b>Applicant's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITA Sub-Clauses 4.1</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITA Sub-Clause 15.3.</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA Sub-Clause 4.1.</p>	



**Form ELI – 1.2**

**JV Information Sheet**  
for JV Partners and Specialist Subcontractors as per ITA 23.2

Date: .....  
 IFP No.: .....  
 .....  
 ICB No.: .....  
 .....  
 Page .....of ..... pages

Each member of a JV and Specialist Subcontractors as per ITA 23.2 must fill in this form.

<b>JV / Specialist Subcontractor Information</b>	
<b>Applicant's legal name</b>	
<b>JV Partner's or Subcontractor's legal name</b>	
<b>JV Partner's or Subcontractor's country of constitution</b>	
<b>JV Partner's or Subcontractor's year of constitution</b>	
<b>JV Partner's or Subcontractor's legal address in country of constitution</b>	
<b>JV Partner's or Subcontractor's authorized representative information</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITA Sub-Clauses 4.1.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITA Sub-Clause 15.3.</p> <p><input type="checkbox"/> 3. In case of Specialist Subcontractors as per ITA 23.2 a formal intent to enter into an agreement in the form of a letter jointly signed by the Applicant and the Specialist Subcontractor.</p>	

**Form LIT – 2**

**Pending Litigation**

Applicant's Legal Name: ..... Date: .....  
 JV Partner Legal Name: ..... IFP No.: .....  
 ..... ICB No.: .....  
 ..... Page .....of ..... pages

Each Applicant or member of a JV must fill in this form as required under Criterion 2.1 of Section 3 (Qualification Criteria).

<b>Pending Litigation</b>			
<input type="checkbox"/> No pending litigation  <input type="checkbox"/> Below is a description of all pending litigation involving the Applicant (or each JV member if Applicant is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claim in US\$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

**Form FIN – 3.1**

**Historical Financial Performance**

Applicant's Legal Name: ..... Date: .....  
 .....  
 JV Partner's Legal Name: ..... IFP No.: .....  
 ..... ICB No.: .....  
 .....  
 Page .....of ..... pages

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

<b>Financial Data for Previous 3 Years [US\$ Equivalent]</b>		
<b>Year 1:</b>	<b>Year 2:</b>	<b>Year 3:</b>

**Information from Balance Sheet**

<b>Total Assets</b>			
<b>Total Liabilities</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			

**Information from Income Statement**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

- 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.
- Unless otherwise required by Section 3 (Qualification Criteria), all such documents must reflect the financial situation of the legal entity or entities comprising the Applicant and not the Applicant's parent companies, subsidiaries or affiliates.
  - 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).

**Form FIN – 3.2**

**Average Annual Construction Turnover**

Applicant’s Legal Name: .....

Date: .....

JV Partner’s Legal Name:.....

IFP No.: .....

.....

ICB No.: .....

Page .....of ..... pages

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

<b>Annual Turnover Data for the Last 3 Years (Construction only)</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange Rate</b>	<b>US\$ Equivalent</b>
<b>Average Annual Construction Turnover</b>			

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

**Form EXP – 4.1**

**General Construction Experience**

Applicant's Legal Name: .....

Date: .....

JV Partner's Legal Name:.....

IFP No.: .....

.....

ICB No.: .....

Page .....of ..... pages

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

<b>General Construction Experience</b>				
<b>Starting Month Year</b>	<b>Ending Month Year</b>	<b>Years</b>	<b>Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Applicant</b>	<b>Role of Applicant</b>

**Form EXP – 4.2 (a)**

**Experience in Contracts of Similar Size and Nature**

Applicant's Legal Name: ..... Date: .....

JV Partner's Legal Name: ..... IFP No.: .....

ICB No.: .....

Page .....of ..... pages

Fill up one (1) form per contract. Applicants shall submit contracts that show up his highest qualifications.

<b>Contract of Similar Size and Nature</b>		
<b>Contract No. .... of .....</b>	<b>Contract Identification</b>	
<b>Award Date</b>	<b>Completion Date</b>	
<b>Total Contract Amount</b>	<b>US\$</b>	
<b>If partner in a JV or Subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer's Name Address Telephone/Fax Number E-mail</b>		
<b>Description of the similarity in accordance with Criteria 4.2 (a) of Section 3</b>		

**Form EXP – 4.2 (b)**

**Construction Experience in Key Activities**

Applicant’s Legal Name: ..... Date: .....  
 .....  
 JV Partner’s Legal Name: ..... IFP No.: .....  
 .....  
 Subcontractor’s Legal Name (as per ITA 23.2): ..... ICB No.: .....  
 ..... Page : ..... of ..... pages

Fill up one (1) form per contract. Applicants shall submit contracts that show up his highest qualifications.

<b>Contract with Similar Key Activities</b>		
<b>Contract No. .... of .....</b>	<b>Contract Identification</b>	
<b>Award Date</b>	<b>Completion Date</b>	
<b>Total Contract Amount</b>	<b>US\$</b>	
<b>If partner in a JV or Subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer’s Name Address Telephone Number Fax Number E-mail</b>		
<b>Description of the key activities in accordance with Criteria 4.2 (b) of Section 3</b>		

**Form EXP – 4.3**

**Design Experience in Key Components**

Applicant's Legal Name: ..... Date: .....

JV Partner's Legal Name: ..... IFP No.: .....

Subcontractor's Legal Name (as per ITA 23.2): ..... ICB No.: .....

..... Page : ..... of ..... pages

Fill up one (1) form per contract. Applicants shall submit contracts that show up his highest qualifications.

<b>Contract with Similar Key Design Components</b>		
<b>Contract No.</b> ..... of .....	<b>Contract Identification</b>	
<b>Award Date</b>	<b>Completion Date</b>	
<b>Total Contract Amount</b>	<b>US\$</b>	
<b>If partner in a JV or Subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer's Name Address Telephone Number Fax Number E-mail</b>		
<b>Description of the key design components in accordance with Criteria 4.3 of Section 3</b>		



## **PART II – Requirements**

# Section 5.Scope of Contract

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## **A. Requirements**

### **1. Brief Description of the Scope**

The Proposed Suai Supply Base is a multi-user integrated supply base, and is an important part of the proposed developments at the South Coast of Timor-Leste. This Bid for the Design and Construction of the Suai Supply Base encompass the Phase 1 works of the proposed developments.

These works comprise the development of about 40 hectares of land into a multi-user and integrated supply base facility to support the construction of off-shore oil and gas exploration, development and production.

The basis of the Bid is for the design and build of the Works.

The standards for the design and construction of the Suai Supply Base by nature of its association and service to the oil and gas industry shall need to be compliant with the corresponding international codes and standards; and be designed and constructed to the highest standards of health, safety, security, environment and operational efficiency.

The facility shall need to be designed for minimum through-life and capital costs while being able to operate safely through its design life whilst minimising its environmental impact on its surrounding in the most cost effective and aesthetic manner.

The onshore facilities include several standalone mini-shorebases, fully furnished office buildings, covered warehouses, RO water system, waste water treatment system, canteen & central kitchen for offshore supply, pipe racks, fuel tank for diesel, aviation fuel and gasoline, open yards, hard stand paved parking areas, staging areas for offshore fabrication, staff accommodation with sports and social facilities, community meeting hall, and associated infrastructure like main access and internal roads, perimeter and internal drainage, entrance facilities, guard house and fencing. There shall also be truck load outs of fuel to serve the supply base and local community.

The corresponding mechanical and electrical works necessary to support the proposed facility shall also be provided. These include receiving the MV power supply, MV and LV power distribution including substations with transformers and switchgears, LV sub-distribution boards, small power distribution, fire fighting system, wash down system, HVAC system, lightings, PLC/ Local control system, CCTV, PABX and other communications system, lightning and earthing system

The supply base marine facilities include several reinforced concrete jetty structures, i.e. the main jetty with tug boat berth; the barge jetty; and the roll-on roll-off ramp. It also includes a reinforced concrete slipway jetty. These structures shall be equipped with the associated fenders, bollards, safety ladders and other wharf furniture.

The Main Jetty will be a piled open reinforced concrete structure, 150m long and 50m wide, with 5 berths capable of berthing 2 nos. 5,000 DWT PSC vessels and 1 no.10,000 DWT cargo vessel at -9m ACD natural depth, and equipped with 50t bollards and fenders. The jetty deck will be designed to accommodate the

installation of bulk plants for mixing and loading cement, barite, bentonite and brine to support offshore drilling operations. The jetty trestle is 15 m wide and 100 meters long and will be provided with 2-tug boat berths complete with bollards, rubber fenders and trestle lighting.

The Barge Jetty will be a piled reinforced concrete structure, 100m long and 30m wide capable of berthing one (1) no. 7,000t DWT barge at -5m ACD natural depth, and equipped with 50 ton bollards and fenders. The Barge Jetty will be a bulk head structure incorporating concrete sheet piles as the retaining bulk head wall. A mooring buoy will also be provided to support the operations of the Barge Jetty.

The LCT Ramp will comprise two (2) reinforced concrete LCT ramps capable of accommodating 5,000t DWT flat top barges with the ramp end at -4.0m ACD natural depth, and equipped with 50 ton bollards. The design and layout of the marine facilities within the harbour shall need to comply with the relevant international codes and requirements for safe navigation, berthing, mooring and operations.

Navigational aids system shall be installed for the safe navigation of vessels using the supply base.

A shore connected rubble-mound breakwater to be constructed up to the -18m ACD seabed is included in the works. It shall be designed to provide shelter from the waves, creating a calm harbour for the safe operations of the supply base under all weather conditions and throughout the year. A rock armour groin structure is also included in the works for the protection of the shoreline.

The crest of the proposed breakwater shall also be used as road access and access way for running utility pipes for the supply base Main Jetty.

It is intended that a liquid berth structure for a proposed refinery project in the nearby vicinity undertaken by Others may be constructed at the landward side of the breakwater located near the head of the breakwater. In such a case, the spatial requirements and the design of the breakwater may need to accommodate the requirements of the proposed liquid berth e.g. the breakwater design criteria and cross-sections, the crest width to accommodate additional operational areas and pipelines. Any such development or requirements will be updated and incorporated into the Bid Documents.

The works will also include the operations of quarries including blasting for rock, hauling, barging and placement of approximately 2.8million m<sup>3</sup> of rock supply for core and rock armour units for construction of the breakwater.

A preliminary site investigations has been carried out comprising 3 marine boreholes and 2 onshore boreholes at the site. The report will be made available as information for the Bid.

A Breakwater Quarries Reconnaissance Fieldwork has been carried out to investigate potential sites which may be suitable to be developed as quarries for supply of core material and armour rocks for the breakwater works. This field work will provide preliminary information to the Bidders who may need to further investigate and ascertain the suitability and feasibility of developing the potential quarry sites. The report will be made available as information for the Bid.

## 2. Estimated Quantities of Major Components

For the marine, civil & structural works the estimated quantities are as follows:

- a) Site clearing: 40ha
- b) Cut to fill earthworks 1.0million m<sup>3</sup> (750,000m<sup>3</sup> onshore filling with compaction and 250,000m<sup>3</sup> haul & back tipping reclamation fill)
- c) Rock supply 2.8million m<sup>3</sup> for construction of Breakwater
- d) Jetty concrete deck area: 15,000m<sup>2</sup>
- e) Ground improvement area: 33,000m<sup>2</sup>
- f) Hardstand paved parking areas; 14,000m<sup>2</sup>
- g) Roadway paved surfaces: 30,000m<sup>2</sup>
- h) Port Operations Office: 1,550m<sup>2</sup>
- i) Staff Accommodation: 1,900m<sup>2</sup>
- j) Miscellaneous Buildings: 1,300m<sup>2</sup>
- k) Sports & Training Centre: 22,000m<sup>2</sup> Land area
- l) Covered warehouse (2x3,600m<sup>2</sup> each): 7,200m<sup>2</sup>
- m) Mini Shore base units (4nos)
- n) Electrical Sub-stations: 160m<sup>2</sup>
- o) Temporary explosive bunker: 1 no.

## 3. Methods Required

### a) Remote Greenfield Site, Logistics from Sea

Access from Dili to the Site by road is poor especially during the wet seasons. It is not feasible to transport large quantities of Equipment, Plant or Materials for the construction of the works by road and it is envisaged that supply logistics for the works will be from the sea.

The efficient execution of the works will depend on reliable offshore logistics. An off-site materials consolidation and load out point is envisaged to ensure the smooth supply of Equipment, Plant and Materials to the Site. Such a load out point location may be outside of Timor-Leste.

It is paramount that the Contractor puts in place a superior and reliable logistics chain.

### b) Bad Weather and Sea Conditions

The seasonal bad weather and rough sea conditions is usually from May to August while the better condition months are from September to December. The bad weather months may pose a challenge for the construction supply

chain, the execution of the works especially the marine works and the overall project scheduling.

c) Local Supply Chain

Timor-Leste has not had significant experience of providing the supply chain for the construction of large projects especially on the south coast. The supply chain will need to be reinforced and supplemented by enhancing its capacity or by imports including for skilled labour and trades; and the Equipment, Plant and Materials for the works.

d) Quarrying and Quarry Products

It is envisaged that the Contractor will need to start up and operate one or more quarries in order to supply the needs for the works especially for the breakwater works.

As the construction of the breakwater will be on the critical path for the overall completion of the Works, the earliest start-up and smooth operations of the quarry will be critical to ensure timely completion of the Works.

e) Fuel Supply

It is anticipated that significant quantities of fuel will be consumed during construction and current available supply may not be able to meet this additional demand. However arrangements are being made to supply this requirement and will be confirmed at the time of the Bid.

f) Marine Works

The Contractor shall need to have on Site a dedicated and complete marine spread to carry out and support both the onshore and marine works which will include large crane barges and construction barges.

4. Contract Implementation Period

It is envisaged that the Contract Period will be 24 months.

## **B. Supplementary Information**

### **1. The Project Country**

Timor-Leste is situated 550km north of Australia has a land area of 15,007 km<sup>2</sup> and a population of 1,066,582 (2010 Census). The official language is Portuguese and Tetum, and the working languages are English and (Bahasa) Indonesian. The capital is Dili which is also the largest city, and main air and sea port.

The Currency is US Dollars and the Time zone is GMT/UTC + 09:00 hour.

The climate can generally be described as tropical hot and humid, but very dry in most part of the year.

The North and South coast are divided by mountain ranges. The central mountain ridge is rugged reaching 3,000m in elevation. It can be crossed by roads in several places but the journey can be difficult during the wet season.

The country's main arterial roads are located along the North coast. The roads in the South coast are less developed than in the north.

Dili is serviced by the Presidente Nicolau Lobato International Airport. It is an international airport with flights from Denpasar (Indonesia), Singapore and Darwin (Australia).

Dili port located in a small open harbour is the main port of Timor-Leste. The concrete wharf is 380m long with 7m alongside draft. Roll-on roll-off facilities are also available for front loading vessels.

### **2. The Contract Site**

The contract Site is at Suai, the capital of Cova Lima district. Suai has a population of about 23,000 and is located 138 km to the southwest of Dili.

Suai is located at the Timor Sea at the South coast of the country (WGS 84 coordinates 9° 19' S, 125° 15' E) and the project site is at Camanasa (9° 18' S, 125° 12' E).

Access from Dili to Suai is by a road, crossing the central mountain ridge. It consists of one-two lane unpaved roadway surfaces. It is generally in poor condition especially during the wet seasons.

It is not feasible to transport via the road crossing the central mountain ridge the Equipment, Plant or Materials for the works due to the large quantity and requirements. It is envisaged that all such logistics will need to be from the sea, mustered from an offshore base.

At the present time, there is limited main incoming power, telecommunication services or water supply at the Site sufficient to meet the requirements for the construction of the works. However, it is envisaged that by September 2013 the Suai substation will be operational and able to supply 20 megawatt power.

a) Near Shore Bathymetry

The general near shore bathymetry at the Site shows that the -15m ACD sea bed level ranges from 1.0km to 1.5km from the shoreline. The slope of the sea bed profile at these areas are relatively even..

b) Waves

The wave conditions from offshore (US) National Oceanic and Atmospheric Administration(NOAA) data were transformed to predict near shore waves.

On the -10mCD contour, the largest significant wave heights predicted for the 12 years data set are in the range of  $H_s = 3.5$  to 4.0m. Wave directions are dominated by the 105°N to 135°N sector. The peak wave period are in the range 2s to 20s with the most commonly occurring between 4 to 8s (about 67%).

On the -5mCD the range of significant wave height  $H_s = 3.0$  to 3.5m, the wave directions are dominated by the 135°N to 165°N sector. The peak wave period remains in the range 2s to 20s with the most commonly occurring between 4 to 8s (about 66%).

The extreme cyclone generated wave conditions from offshore NOAA data were transformed to predict near shore waves. The predicted waves are generally from direction 150°N with a wave period of 9 seconds as below:

- 10 years return period waves, at:
  - 15m CD is 3.8m
  - 10m CD is 3.6m
  - 5m CD is 3.6m
- 50 years return period waves, at:
  - 15m CD is 5.5m
  - 10m CD is 5.3m
  - 5m CD is 5.3m

c) Tides

The tides along the shores of the Suai area are semi-diurnal, with a typical tidal range of 4.0m at spring tides and 1.8m at neap tides.

d) Tidal Currents

The tidal currents along the South coast of Timor-Leste and along the shores of Suai are mostly during the flooding flow to east north-east, and ebbing to west south-west. Tidal current speeds are estimated of the order of 0.6m/s (springs) and 0.2m/s (neaps).



**SITE LOCATION**  
9 deg 19' S, 125 deg 15'E

FOR TENDERING

<p><b>PROJECT</b> <b>SUAI SUPPLY BASE</b> FEASIBILITY STUDY AND FRONT END ENGINEERING DESIGN CONSULTANT</p>	<p><b>EASTLOG HOLDINGS PTE LTD</b> SUAI SUPPLY BASE SINGAPORE LAND TOWER SINGAPORE 048223 EMAIL: <a href="mailto:project@eastlog-holdings.com">project@eastlog-holdings.com</a></p> <p><b>SUBMITTED BY:</b> </p>	<p><b>PROJECT OWNER</b> ROBERT SIM /02 MAY 2011 SIGN AND DATE </p> <p>The Secretariat of State for Natural Resources (SERN) Democratic Republic of Timor - Leste</p> <p><b>CHECKED BY:</b></p> <p><b>SIGN AND DATE</b></p> <p><b>APPROVED BY:</b></p>	<p><b>TECHNICAL SPECIFICATION</b> <b>LAND ALLOCATION AREA</b> NOTE COORDINATES IN WGS84 DATUM : WGS 84 GRID : UTM, 51S</p>	<p><b>NOTES:</b> -The Contractor shall strictly follow the standards for the design and construction of the Suai Supply Base. -The Contractor shall strictly follow the Safety, Health and Environmental Standards required in the Construction Safety Standard.</p>	<p><b>REMARKS:</b> COPYRIGHT (B) BY PROJECT DEPARTMENT. THIS DOCUMENT IS A PROPERTY OF EASTLOG HOLDING PTE LTD AND MAY NOT BE MADE PUBLIC OR REPRODUCED IN ANY FORM OR BY ANY OTHER MEANS WITHOUT THE WRITTEN PERMISSION OF THE SAID COMPANY.</p>																										
<p><b>PACK. NO. :</b> 00</p> <p><b>TITLE :</b> SSB LAYOUT</p>		<p><b>DRAWING NO./TITLE :</b> SIN_00-00a TITLE: LOCATION PLAN</p> <p><b>DWG. NO. :</b> EL-SSB-FEED-00-00a</p>		<p><b>DESIGNER :</b> BAMBANG SUBENO DESIGNED BY : BAMBANG SUBENO DRAWN BY : IKE GUNTUR</p> <p><b>CHECKED BY :</b> RONALD P. GRANTOZA APPROVED BY : ROBERT SIM</p>		<p><b>REVISION :</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>REV. NO.</th> </tr> </thead> <tbody> <tr> <td>01 <td>LOCATION PLAN <td>14/04/2011</td> <td>1</td> </td></td></tr> <tr> <td>02</td> <td></td> <td></td> <td>2</td> </tr> <tr> <td>03</td> <td></td> <td></td> <td>3</td> </tr> <tr> <td>04</td> <td></td> <td></td> <td>4</td> </tr> <tr> <td>05</td> <td>ORIGINAL</td> <td>12 APR 2011</td> <td>5</td> </tr> </tbody> </table>		NO.	DESCRIPTION	DATE	REV. NO.	01 <td>LOCATION PLAN <td>14/04/2011</td> <td>1</td> </td>	LOCATION PLAN <td>14/04/2011</td> <td>1</td>	14/04/2011	1	02			2	03			3	04			4	05	ORIGINAL	12 APR 2011	5
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### 3. Applicable Conditions of Contract

#### a) General Conditions of Contract

The FIDIC General Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Works and For Building and Engineering Works Designed by the Contractor (Yellow Book) First Edition 1999 ISBN 2-88432-023-7 shall be used as the general conditions for the Bid.

The tentative salient conditions in respect of the Appendix to Tender of the FIDIC Yellow Book are as below:

a) Time for Completion of the Works:	To be confirmed in Tender Documents, envisaged to be 24 months
b) Defects Notification Period:	365 days
c) Governing Law:	Timor-Leste
d) Ruling Language:	English
e) Language for Communications:	English
f) Amount of Performance Security:	10% of Accepted Contract Amount
g) Delay Damages for the Works:	0.04% of Accepted Contract Amount per day
h) Maximum Amount of Delay Damages:	10% of the Accepted Contract Amount
i) Adjustment for Changes in Cost:	No adjustment for changes in cost.
j) Advance Payment:	20% of Accepted Contract Amount payable in two instalments, details of which will be defined in the Bidding Documents
k) Percentage of Retention:	10%
l) Limit of Retention Money:	5% of Accepted Contract Amount
m) Sub-Clause 14.5 (b)- List of Plant and Materials (Shipped Enroute):	NIL
n) Sub-Clause 14.5 (c)- List of Plant and Materials (Delivered to Site):	NIL
o) Minimum Amount of Interim Payment Certificates:	2% of Contract Price
p) Currency of Payment:	US Dollars only
q) Insurances:	The Insuring Party is the Contractor

r) DAB:	A DAB of 3 Members
s) Sub-Clause 20.3, Appointment (if not agreed) to be made by:	The President of ICC
t) Dispute Resolution, Place for Arbitration:	Singapore

b) Particular Conditions of Contract:

The summary of tentative salient particular conditions of contract are as below:

- (i) Performance Security, Sub-Clause 4.2: The Performance Security shall be in the form of a bank guarantee, it shall be issued either (a) by a bank located in the Country, or (b) directly by a foreign bank acceptable to the Employer.
- (ii) Advance Payment Guarantee, Sub-Clause 14.2: The Advance Payment Guarantee shall be in the form of a bank guarantee, it shall be issued either (a) by a bank located in the Country, or (b) directly by a foreign bank acceptable to the Employer.
- (iii) Payments, Sub-Clauses 14.3 and 14.4:
  - Based on monthly interim progress payments
  - Sub-Clause 14.3 (a): The estimated contract value of the works executed for each pre-determined component of works shall be pro-rated and capped to its corresponding amount.
- (iv) Clause 18- Insurances: Additional Insurance for Design to be taken by Contractor

c) Special clauses in Employer's Requirements:

- (i) Local Development Plan: Clause will be included with guidelines requiring the Contractor to propose and incorporate the development of the local construction industry with training and skills development, and to increase local capacity in some relevant aspects of the construction works, e.g. ready-mixed concrete, quarry operations, minor earthworks, drainage works and building works.
- (ii) Community Relations Plan: Clause will be included with guidelines requiring the Contractor to propose and incorporate programs that give priority to the best interests, betterment, good relations and development of the community in the district area with particular emphasis on the community in the local areas.
- (iii) Saltwater Crocodiles are known to inhabit the coastal areas around the Site. The works shall be carried out without causing harm to the crocodiles.

#### 4. Method of Bid Evaluation

##### a) Bidding Procedure

The bidding procedure will be based on the International Competitive Bidding (ICB) using the Single stage-Two envelope procedure. Envelope One is the Technical Bid, while Envelope Two is the Price Bid.

Only prequalified applicants will be invited to bid. The bidders shall be required to provide as a part of his bid, a bid security.

The Bid evaluations shall be carried out on a numerical scoring system, where numerical scores shall be assigned to each evaluation criteria.

##### First stage evaluation: Technical Bid only

- (i) For the first stage evaluation, only the Technical Bid is opened for evaluation.
- (ii) Only bidders who firstly meet or exceed the threshold of passing score for the first stage evaluation shall be qualified to be considered for the second stage evaluation.

##### Second stage evaluation: Technical and Financial Proposal

- (i) For the second stage evaluation, the Price Bids of only the top two (2) ranking Technical Bids shall be opened for evaluation.
- (ii) As clarification, the top 2 ranking Technical Bids may comprise more than 2 bidders in the case where there is a joint ranking based upon the numerical scores, whether joint first or second rankings.
- (iii) The Technical Bid and the Price Bid shall be assigned a scoring weightage.
- (iv) These Technical and Financial Bids will be evaluated together so as to rationalise their Technical scores with the Financial bid based on their scoring weightage so as to obtain the best bid.

### **C. Facilities to be Provided by the Employer**

As the site is essentially greenfield, the Employer requires Bidder to make their own investigation to make sure facilities are available to support their requirements.