



**REPÚBLICA DEMOCRÁTICA DE TIMOR-LESTE  
MINISTÉRIO DA JUSTIÇA**

Rua : da Justiça, Colmera, Dili, Timor - Leste

# **BIDDING DOCUMENTS**

## **EXTENSION OFFICE OF LEGAL AND JUDICIAL TRAINING CENTER**

**(EXPANSION WORKS FOR CONSTRUCTION FOR NEW CLASSROOM FOR  
LEGAL AND JUDICIAL TRAINING CENTER)**

**Ministério da Justiça**

**IFB No.: MJ/ICB/04/VIII/2021**

**Date: 16 August 2021**

**PART I**  
**BIDDING PROCEDURE**



## SECTION 1 - INSTRUCTIONS TO BIDDERS

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## INSTRUCTION TO BIDDER

### A. GENERAL

- 1. Scope of Bid**

  - 1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues these Bidding Documents for the procurement of Works as specified in Section 5 (Works Requirements). The name and identification number of this tender package are provided in the BDS.
  - 1.2 Throughout these Bidding Documents:

    - (a) the term “in writing” means communicated in written form and delivered against receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
    - (c) bid” shall also mean “tender” and “bidder” shall also mean “tendered”; and
    - (d) “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 project named in the BDS. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents is issued.
- 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:

      - (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 apart;

(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 party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in projects funded by the Employer, 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, a contract; and

(d) 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.

**4. Eligible Bidders**

4.1 Only those contractors licensed and domiciled in the national Territory of the Democratic Republic of Timor-Leste is eligible to participate in this bidding.

42 A Bidder may be a natural person or a private entity or a 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 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 parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

43 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 this 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 sub side 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 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.
- 44 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.
- 45 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

## **B. CONTENTS OF BIDDING DOCUMENTS**

### **5. Sections of Bidding Documents**

- 5.1 The Bidding Documents consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB8.

#### **PART I Bidding Procedures**

Section 1 - Instructions to Bidders (ITB)

Section 2 - Bid Data Sheet (BDS)

Section 3 – Bid Evaluation Procedure (BEP) Section

Section 4 - Bidding Forms (BDF)

#### **PART II Requirements**

Section 5 - Works Requirements (WR)

### **PART III Conditions of Contract and Contract Forms**

Section 6 - General Conditions Contract (GCC)

Section 7 - Particular Conditions Contract (PCC)

Section 8 - Contract of Forms (COF)

Section 9 – Appendix to Tender

- 5.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
  - 5.3 The Employer is not responsible for the completeness of the Bidding Documents and its Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
  - 5.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 6. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**
- 6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.1. The Employer will respond in writing to any request for clarification, provided that such request is received no later than the number of days prior to the deadline for submission of bids, as specified in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 5.3, including a description of the inquiry but without identifying its source.
- 7. Pre-Bid Meeting, Site Visit**
- 7.1 Unless otherwise specified in the BDS, the Bidder is required to attend the Pre-Bid Meeting as specified in the BDS.
  - 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
  - 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 5.3.

- 8.3 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 bids, pursuant to ITB21.2.

### C. PREPARATION OF BIDS

9. **Cost of Bidding** 9.1 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.
10. **Language of Bid** 10.1 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.
11. **Documents Comprising the Bid** 11.1 The Bid shall comprise **two envelopes** submitted simultaneously; one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The **Technical Bid** shall comprise the following:
- (a) Letter of Technical Bid;
  - (b) alternative bids, if permissible, in accordance with ITB13;
  - (c) Bid Security or Bid Securing Declaration, in accordance with ITB18;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB19.2;
  - (e) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract
  - (f) Technical Proposal in accordance with ITB 16; and
  - (g) Any other document required in the BDS.
- 11.3 The **Price Bid** shall comprise the following:
- (a) Letter of Price Bid;
  - (b) completed Price Schedules, in accordance with ITB 12 and14;
  - (c) alternative price bids, at Bidder's option and if permissible, in accordance with ITB13;
  - (d) Any other document required in the BDS.

- 11.4 In addition to the requirements under ITB 11.2, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.
- 12. Letters of Bid, and Schedules**
- 12.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 14. Bid Prices**
- 14.1 The prices quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and its cost shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid.
- 14.4 Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are fixed and not subject to adjustment during the performance of the Contract.
- 14.5 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as in force at the date 10 working days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
- 15. Currencies of Bid and Payment**
- 15.1 The unit rates and the prices shall be quoted by the bidder entirely in the currency specified in the BDS.
- 16. Documents Comprising the Technical Proposal**
- 16.1 The documents comprising the Technical Bid shall contain all information required to establish the Bidder's technical and financial capabilities to successfully implement the works. In preparing the technical proposal documents, the Bidder should refer to Section 3 (Evaluation Criteria) and the information sheets included in Section 4 (Bidding Forms).

162 The following documents shall comprise the Technical Bid:

(a) **Bidder Information Sheet**

The Bidder shall fill-in the form and provides the basic information and documentation required to prove the Bidder's legal status.

(b) **Evidence of Company experience in work of a similar nature**

The Bidder shall provide a list of previous experience stating the job title and dates along with a description of the works which are similar to the required works in this tender.

(c) **Personnel**

The Bidder shall list the key personnel it will employ from headquarters and from Site office to superintend the works, together with their qualifications, experience and position held. All relevant curricula vitae shall be attached.

(d) **Methodology for performing the work**

The Bidder must provide a work method statement encompassing the requirements of the Works under this tender.

(e) **Key equipment for performing the work**

The Bidder must provide a list of critical equipment proposed to perform the work and in particular the specifications of the key equipment.

Bidder shall also provide information such as to demonstrate the availability and the specific timeline for the mobilization of such equipment proposed.

Bidder shall also provide documentary proof of ownership of the equipment or lease agreement as applicable.

(f) **Proposed Works Completion Schedule**

Bidders must submit a works schedule detailing the critical work items and providing a clear timeline for completing the works.

(g) **Financial Information**

The Bidder shall provide documents such as to demonstrate

access to, or availability of financial resources such as liquid assets, bank deposits, lines of credit or other financial means, to meet the project cash flow requirements.

**(h) Local Development Statement**

The Bidder shall provide a statement that outlines its plan to contribute to local development through job creation for Timorese citizens and Bidder sponsored monitoring/coaching/training for professional or vocational skill transfer.

**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, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 18 in all respects.

**18. Bid Security**

- 18.1 The Bidder shall furnish as part of its bid, a Bid Security in the form as specified in the BDS
- 18.2 The Bid Security shall use the form included in Section 4 (Bidding Forms)
- 18.3 Any Bid not accompanied by a substantially compliant Bid Security shall be rejected by the Employer as non responsive.
- 18.4 The Bid Security shall be executed:
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Bid, except as provided in ITB 17.2 or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB33;
    - (ii) furnish a performance security in accordance with ITB 34;  
or
    - (iii) refuses to accept corrections of arithmetic errors pursuant to ITB 29

18.5 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.2.

**19. Format and Signing of Bid**

191 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

192 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.

193 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, 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." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative bids shall be similarly sealed, marked and included in the sets.

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 BDS 22.1; and
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1.

20.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplaced contents

premature opening of the bid.

- 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. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 21.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, 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 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. Opening of Technical Bids**
- 23.1 The Employer shall open the Technical Bids in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 23.2 The 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) the presence of a Bid Security, if required; and
  - (c) any other details as the Employer may consider appropriate.
- Only 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.
- 23.3 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, or modification; alternative proposals; 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. Opening of Price Bids**
- 24.1 At the end of the evaluation of the Technical Bids, the Employer will invite only the bidders with 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.

- 242 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 conducted in accordance with ITB-27.
- 243 The Employer will notify, in writing, Bidders who are not in top two technical scores list, and return their Price Bids unopened after announcement (Notification of Award) of the successful bidder.
- 244 The Employer shall conduct the opening of Price Bids in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 245 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**

**25. Process to be Confidential**

- 251 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of the contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 252 Notwithstanding ITB 25.1, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

**26. Clarification of Bids**

- 261 To assist in the examination, evaluation, and comparison of the Technical and Price 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 substance of the Technical Bid or prices in the Price 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 29.
- 262 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

- 27. Preliminary Examination of Technical Bids**
- 27.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.2 have been provided, and to determine the completeness of each document submitted.
- 27.2 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 bid shall be rejected.
- (a) Letter of Technical Bid;
  - (b) written confirmation of authorization to commit the Bidder;
  - (c) Bid Securing Declaration and
  - (d) Technical Proposal in accordance with Evaluation and Qualification Criteria in Section 3
- 28. Determination of Responsiveness of Technical Bid**
- 28.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11 and evaluated in accordance with the procedure specified under Section 3 – Bid Evaluation Procedure.
- 29. Evaluation of Price Bids**
- 29.1 The evaluation scoring for price bids shall be conducted in accordance with the procedure specified under Section 3 – Bid Evaluation Procedure.
- 29.2 In the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the 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.
  - (d) In the Correction of Arithmetical Errors, if the bidder's change the quantity of BOQ as submitted in the bidding form, the employer has right to change to original quantity in the BOQ, the unit price shall prevail and the total price shall be corrected.
- 29.3 If the Bidder who submitted the highest combined evaluated bid does not accept the correction of errors, its Bid shall be disqualified

and its bid security may be forfeited.

29.4 If the Evaluated Price Bid is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those process with the work methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

**30. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**

30.1 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 Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

**D. Award of Contract**

**31. Award Criteria**

31.1 The Employer shall award the contract to the Bidder with the highest combined score evaluated in accordance with the procedure specified under Section 3 – Bid Evaluation Procedure, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.

**32. Notification of Award**

32.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted.

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

32.3 At the same time, the Employer will notify all other Bidders in writing and return their Price Bid sun opened.

32.4 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 debriefing.

**33. Signing of Contract**

33.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

33.2 Within seven (7) days of receipt of the Contract Agreement, the successful bidder shall sign, date, and return it to the Employer.



**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. Performance  
Security an  
warranty**

35.1 Within seven (7) 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.

35.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the 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.

35.3 A commercial warranty shall be applicable to the supplied goods and/ or related services, for the period specified in the GCC.

## SECTION 2 - BID DATA SHEET (BDS)

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

| <b>A. Introduction</b>        |  |     |             |   |   |
|-------------------------------|--|-----|-------------|---|---|
| <b>ITB 1.1</b>                | <p>The identification number of the Invitation for Bids is: <b>MJ/ICB/04/VIII/2021</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 10%;">No.</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>The extension of the existing building of CFJJ requires the construction of the following and according with the drawings:<br/>15 classrooms;<br/>2 wc;<br/>1 Balcony;<br/>1 Security post.</td> </tr> </tbody> </table> <p>The number and identification of lots comprising this tender are: <b>N/A</b></p> | No. | Description | 1 | The extension of the existing building of CFJJ requires the construction of the following and according with the drawings:<br>15 classrooms;<br>2 wc;<br>1 Balcony;<br>1 Security post. |
| No.                           | Description  |     |             |   |   |
| 1                             | The extension of the existing building of CFJJ requires the construction of the following and according with the drawings:<br>15 classrooms;<br>2 wc;<br>1 Balcony;<br>1 Security post.  |     |             |   |   |
| <b>ITB 1.1</b>                | <p>The Employer is: <b>Ministério da Justiça</b><br/>Office address: <b>Novo Edifício M.J, Rua da Justiça, Colmera, Díli, Timor-Leste</b></p>  |     |             |   |   |
| <b>ITB 1.1</b>                | <p>The name of the ICB is: <b>EXTENSION OFFICE OF LEGAL AND JUDICIAL TRAINING CENTER (Expansion works for construction for new classroom for Legal and Judicial Training Center)</b></p>   |     |             |   |   |
| <b>ITB 2.1</b>                | <p>The present procurement will be funded with the State General Budget for years 2021 and 2022.</p>   |     |             |   |   |
| <b>B. Bidding Document</b>    |  |     |             |   |   |
| <b>ITB 6.1</b>                | <p>For <b>clarification purposes</b> only, the Employer's address is:</p> <p><b>Mr. Jaime Maia</b><br/>Chef Unit of Decentralized Procurement<br/>Rua da Justiça, Colmera, Díli, Timor-Leste<br/>Telephone No. : +670 77230272;<br/>Email: <a href="mailto:jmaia@mj.gov.tl">jmaia@mj.gov.tl</a></p> <p><b>The deadline for the submission of request for clarification shall be ten (10) calendar days before the submission of bids.</b></p>  |     |             |   |   |
| <b>C. Preparation of Bids</b> |  |     |             |   |   |
| <b>ITB 7.1</b>                | <p>A Pre-Bid meeting shall take place at the following date, time and place: Date: <b>August 31, 2021</b> Time: <b>10:00 AM local time</b></p> <p>Place: <b>Conference room of Ministry of Justice, Rua da Justiça, Colmera, Díli Timor Leste</b></p>  |     |             |   |   |
| <b>ITB 7.2</b>                | <p>A site visit required. The Site visit will be conducted on August 31, after the pre-bid meeting. Bidder who wants to participate at the site visit shall coordinate with the Employer, and the cost of visiting the site shall be at the Bidder's own expense.</p>  |     |             |   |   |

|  |   |
|--|---|
| ITB 10.1                                 | The language of the Bid is: <b>ENGLISH</b>  |
| ITB 11.3                                 | The Bidder shall submit with its Price Bid the following additional documents: Specification of all items quoted referred as mandatory in price schedule.   |
| ITB 11.3                                 | The Bidder shall submit with its Price Bid the following additional documents:<br><b>Unit Price Analysis of each item of work in the Bill of Quantities</b>   |
| ITB 13.1                                 | Alternative Bids <b>ARE NOT</b> permitted.  |
| ITB 14.1                                 | The prices quoted by the Bidder shall be: <b>FIXED PRICE</b>  |
| ITB 14.2                                 | Bidders can only submit one sealed financial proposal in respect to the price schedule in order to respond to the specification. Using only the designated format for submitting your quotes and offers.  |
| ITB 15.1                                 | The currency of the Bid shall be: <b>United States Dollar (US\$)</b>  |
| ITB 17.1                                 | The bid validity period shall be <b>Eighty (80) calendar days</b>   |
| ITB 18.1                                 | A Bid Security <b>is</b> required of USD \$5.000. The Bid Security shall be in the form as stated in ITB 18.1<br>A Bid Securing Declaration must be provided also in accordance with the Section IV – Bidding Forms.  |
| <b>D. Submission and Opening of Bids</b> |   |
| ITB 19.1                                 | The Bidder must submit:<br>(a) <b>Technical Bid:</b> one (1) original and two (2) copies<br>(b) <b>Price Bid:</b> 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:<br>(a) A Power of Attorney with appropriate certification of signatory's authority.<br>(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:<br><b>EXTENSION OFFICE OF LEGAL AND JUDICIAL TRAINING CENTER (Expansion works for construction for new classroom for Legal and Judicial Training Center)</b><br>IFB No.: MJ/ICB/04/VIII/2021   |
| ITB 21.1                                 | For <b>bid submission purposes</b> only, the Employer's address is :<br><b>TENDER BOX</b><br>Unit of Decentralized Procurement, at the Ministry of Justice<br>Rua da Justiça, Colmera<br>Dili, Timor-Leste  |
| ITB 21.1                                 | The deadline for bid submission is:<br>Date: <b>September 9, 2021</b><br>Time: <b>15:00 Hours Timor-Leste local time</b>  |
| ITB 24.1                                 | The bid opening shall take place at:  |

|                        |   |
|------------------------|---|
|                        | <p><b>Auditorium Room</b><br/> Ministry of Justice<br/> Rua da justiça, Colmera<br/> Dili, Timor-Leste</p> <p>Date: <b>September 9, 2021</b><br/> Time: <b>Immediately after the closing time of bid submission</b></p> |
| <p><b>ITB 34.1</b></p> | <p>The percentage by which quantities may be increased is: <b>0%</b><br/> The percentage by which quantities may be decreased is: <b>0%</b></p>   |

## **Section 3**

### **EVALUATION AND QUALIFICATION CRITERIA**

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. No other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

## 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 Employer to make an evaluation. Failure of the Bidder to provide the necessary information may result in the rejection of the Bid.

Bid evaluation shall be undertaken in two stages. **The first stage** will be the Evaluation of Technical Bids applying the technical evaluation criteria, sub-criteria, and scoring system specified below. The maximum technical score 500 points and passing score for bidder qualification is 350 points.

### A) TECHNICAL EVALUATION

The technical evaluation will be undertaken in two steps. The first step will be the Determination of the Bidder's compliance to the basic bid and eligibility requirements to be undertaken on a "Pass or Fail" basis.

#### 1. Admission

The following documentation shall be checked for eligibility by jury:

| Criteria   | Type of analysis     |
|--|----------------------|
| Authenticated copy of current business Registration license Certificate of construction of buildings.  | Document             |
| Proof of tax payments for immediate past quarter duly authenticated, copy of Tax Certificate that is still valid and has been legalized from country of domicile.  | Document             |
| Statute Company which a national owner detains 51% of the capital & Declaration of eligibility as stated at this section.  | Document             |
| Bank statement for three month period issued at the seven days prior to the invitation letter for this bid, proving a cash balance of a minimum USD \$ 50.000 in the Company Account which the deposit was made until the day prior of the day of the announcement of this procurement). | Document             |
| Attach a letter stating that you agree all the time, the Ministry can check your Bank Account.   | Document             |
| Bid Security of USD \$ 5.000 issued via bank guarantee with validity of 80 days and the statement at the bank guarantee shall be in accordance with Decree-Government n. 1/2021, 8 January, art. 42, n. 5.   | Document             |
| General experience at least 5 years and and Specific experience (public setor) at least 3 years each, proving with contracts   | Document             |
| Bid Securing Declaration, in accordance with this Section and Declaration bidder shall present guarantees of performance at 5% and quality at 10% if awarded.  | Document             |
| Signatory to the bid is authorized to commit the Bidder as evidenced by a Power of Attorney submitted with the Bid <b>in case of</b> Delegation or the signing director is other different from the one stated at the statute.   | Check the conformity |
| Submission proposals in 2 envelopes  | Check the conformity |

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

**2. Evaluation for technical proposal**

| Criteria  | Minimum Requirement  | Single Entity             | Joint Venture             |   |   | Evaluation Weight |
|---|--|---------------------------|---------------------------|---|---|-------------------|
|   |  |                           | All partners combined     | One Partner                               | Each partner                              |                   |
| <b>1. COMMERCIAL CAPACITY / FINANCIAL RESOURCES</b>                     |  |                           |                           |   |   |                   |
|   | <p>FINANCIAL RESOURCE: (Cash Flow Capacity) The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit, and other financial means, other than any contractual advance payments and Current Contract Commitment (CCC) to meet a ATUAL cash- flow Requirement of US\$ 400,000.00 (United States Dollars Four Hundred Thousand);</p> <p>Last quarter Bank statement (last 3 months) bank references/ past &amp; present litigation (with a cash balance at the end of the period requested- close balance of \$ 50.000 until the day prior of the day of the announcement of this procurement).</p> <p>Non Evidence of possibility of risc to the company to bankrupt.</p> <p>Non evidence of Profit/losses within the last 3 years.</p>   | Must meet the requirement | Must meet the requirement | Must meet at least 40% of the requirement | Must meet at least 25% of the requirement | 10                |
| <b>2. EXPERIENCE</b>  |  |                           |                           |   |   |                   |
| General Construction Experience   | Evidence of bidder being Experience under construction contracts in the role of lead contractor, subcontractor, or management contractor for at least the last 5 years prior to the applications submission deadline in the amount (attached copies of contract).  | Must meet requirement     | Not Applicable            | Must meet requirement                     | Not Applicable                            | 5                 |
| Specific Construction Experience (Contracts of Similar Size and nature) | <p>Specific Construction Experience (Contracts of Similar Size and nature)</p> <p>Participation as contractor, management contractor, or subcontractor, in at least 2 contracts within the last 5 years, with a value of at least US\$ 250,000.00 (United States Dollars two Hundred Fifty Thousand) for each contract that has been successfully or are substantially completed and that are similar to the proposed works. (attached copies of contract).</p> <p>Specific Construction Experience IN PUBLIK SECTOR (Contracts of Similar Size and nature)</p> <p>Participation as contractor, management contractor, or subcontractor, in at least 2 contracts within the last 4 years, with a value of at least US\$ 650,000.00 (United States Dollars Six Hundred Fifty Thousand) for each contract that has been successfully or are substantially completed and that are similar to the proposed works. (attached copies of contract).</p> <p>PAST PERFORMANCE IN NATIONAL PUBLIC SETOR EXPERIENCE - recomendations, at least 2, related to sale Construction for the amount \$250.000,00 each. Atach document.</p> <p>Site Visit to company oficce held by juri (according to the government restritions to local travel). If the site visit was not allowed by</p> | Must meet requirement     | Not Applicable            | Must meet requirement                     | Not Applicable                            | 20                |

|  |   |                                      |   |                    |                     |                          |
|--|---|--------------------------------------|---|--------------------|---------------------|--------------------------|
|  | the government all the company will be scored the maximum score.  |                                      |   |                    |                     |                          |
| <b>3. PERSONNEL</b>  |   |                                      |   |                    |                     |                          |
| The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements | <b>Position</b>   | <b>Total Work Experience (years)</b> | <b>Experience in Similar Work (years)</b> |                    |                     |                          |
|  | 1 Project Manager (Civil Engineer)  | 5                                    | 3   |                    |                     | 5                        |
|  | 1 Structural site Civil Engineer  | 5                                    | 3   |                    |                     | 5                        |
|  | 1 Material engineer   | 5                                    | 3   |                    |                     | 5                        |
|  | 1 Construction supervisors  | 5                                    | 3   |                    |                     | 5                        |
| <b>4. EQUIPMENT</b>  |   |                                      |   |                    |                     |                          |
| The Bidder must demonstrate that it has the key equipment listed hereafter: Required Minimum                     | <b>Equipment type and Characteristics</b>   | <b>Minimum Number of Units</b>       |   |                    |                     |                          |
|  | Dump Truck  | 2                                    |   |                    |                     | 5                        |
|  | Compactor   | 2                                    |   |                    |                     | 5                        |
|  | Mini Excavator/ Crane-shovel  | 1                                    |   |                    |                     | 5                        |
|  | Concrete Mixer/Molen  | 1                                    |   |                    |                     | 5                        |
| <b>5. TECHNICALPROPOSAL</b>  |   |                                      |   |                    |                     |                          |
| <b>Criteria</b>  | <b>Minimum Requirement</b>  | <b>Single Entity</b>                 | <b>Joint Venture</b>                      |                    |                     | <b>Evaluation Weight</b> |
|  |   |                                      | <b>All partners combined</b>              | <b>One Partner</b> | <b>Each partner</b> |                          |
| a) Site Organization   | Structure Organization: Flow-Chart showing lines of authorities, key personnel assigned for the specific tasks, Staff, numbers of supervisory personal and support staff ( and job description).  |                                      |   |                    |                     | 5                        |
| b) Method Statement  | compliance to technical specifications requirements:<br>Method Statement: Approach proposed for contract implementation, key activities considered to be necessary to achieve the contract objectives.  |                                      |   |                    |                     | 5                        |
| c) Construction Schedule   | Construction Schedule:<br>Construction Schedule, covering the entire construction period in MS Project format, showing all the activities, project milestones and critical path (Gantt chart).  |                                      |   |                    |                     | 5                        |
| d) Local Development Statement   | Bidder must provide a statement that outlines its plan to support local communities/Enhancement and supporting small to medium size of industry and business capability in Timor-Leste.<br>Job creation of Timorese citizen; Bidder sponsored monitoring/coaching/training for professional or vocational skill transfer. |                                      |   |                    |                     | 10                       |
| <b>TOTAL WEIGHT</b>  |   |                                      |   |                    |                     | <b>100</b>               |

The total passing score for bidder qualification is **350** points. Please find the grids attached for more details. The scoring 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         |

**B) FINANCIAL EVALUATION**

The second stage will be the evaluation of the price proposals of only the Bidders with the top two technical scores based on the result of the technical evaluation.

To determine the "price score", the lowest evaluated bid price X will automatically score 100 points for the price component evaluation. Other bidders with bid price Y will be assigned a price proposal score =  $100 * (X / Y)$ .

**C) FINAL EVALUATION**

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



## **SECTION 4.**

### **Bidding Forms (BF)**

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

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## Technical Proposal

**Letter of Technical Bid**

Date: .....

ICB No.: MJ/ICB/04/VIII/2021

To: Ministry of Justice

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8);

(b) We offer to execute in conformity with the Bidding Documents the following Works:

(c) **EXTENSION OFFICE OF LEGAL AND JUDICIAL TRAINING CENTER (Expansion works for construction for new classroom for Legal and Judicial Training Center).**

(d) Our Bid consisting of the Technical Bid and the Price Bid shall be **valid for a period of 80 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3 (e) other than alternative offers submitted in accordance with ITB 13;

Name.....

In the capacity of.....

Signed.....

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

Date.....

**BID SECURING DECLARATION**

Date:

ICB No MJ/ICB/04/VIII/2021.

**EXTENSION OFFICE OF LEGAL AND JUDICIAL TRAINING CENTER (Expansion works for construction for new classroom for Legal and Judicial Training Center)**

**To: Procurement Unit,**

Central Office Building 2nd floor, Rua da Justiça, Colmera Dili, 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.**

**ELIGIBILITY DECLARATION**

**Bidder Form information**

ICB No: MJ/ICB/04/VIII/2021

To: Ministry of Justice

- 1. Name of Company  
.....  
.....
- 2. Adress  
.....  
.....  
Telephone..... Fax..... E- email.....
- 3. Name and nacionality of the diretor  
.....  
.....
- 4. Type of Company (Coorporation, others)  
.....
- 5. Country of Company registration  
.....
- 6. Number of years of experience  
- In its own country .....  
- Overseas.....

We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;

Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the Employer’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council as stated at linea a), b), c), d), f), g) and h) n. 1, article 29° at the Procurement Legal Regime (Decree-Law n.º 10/2005, 21 November).

Name.....

In the capacity of.....

Signed.....

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

Date.....

**Form FIN - 1: Financial Resources**

Specify proposed sources of financing, such as available cash in bank, lines of credit, account receivable, and other financial means available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

| <b>Financial Resources</b> |                            |                                 |
|----------------------------|----------------------------|---------------------------------|
| <b>No.</b>                 | <b>Source of financing</b> | <b>Amount (US\$ equivalent)</b> |
| 1                          |                            |                                 |
| 2                          |                            |                                 |
| 3                          |                            |                                 |
|                            |                            |                                 |

**Supporting document (Bank Statements, Credit line Certificates, Account Receivable, etc.) must be attached.**

**Form FIN- 2: Current Contract Commitments/Works in Progress**

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 approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| <b>Current Contract Commitments</b> |                  |                                      |                        |                                       |                             |
|-------------------------------------|------------------|--------------------------------------|------------------------|---------------------------------------|-----------------------------|
| No.                                 | Name of Contract | Employer's Contact Address, Tel, Fax | Value of contract (\$) | Contract start and estimated end date | Value invoiced to date (\$) |
| 1                                   |                  |                                      |                        |                                       |                             |
| 2                                   |                  |                                      |                        |                                       |                             |
| 3                                   |                  |                                      |                        |                                       |                             |
| 4                                   |                  |                                      |                        |                                       |                             |
| 5                                   |                  |                                      |                        |                                       |                             |
|                                     |                  |                                      |                        |                                       |                             |

**Form EXP – 1: General Construction Experience**

Each Bidder 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<br/>Name and Address of Employer<br/>Brief Description of the Works Executed<br/>by the Bidder</b> | <b>Role of Bidder</b> |
|  |                          |              |  |                       |
|  |                          |              |  |                       |
|  |                          |              |  |                       |
|  |                          |              |  |                       |
|  |                          |              |  |                       |

**Form EXP – 2: Experience in Similar Works**

Fill up one (1) form per contract.

| Contract of Similar Size and Nature   |                                     |   |
|---|-------------------------------------|---|
| Contract No. of.  | Contract Identification             |   |
| Start Date  | Scheduled Completion Date           |   |
| Role in Contract  | <input type="checkbox"/> Contractor | <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor |
| Total Contract Amount   | US\$                                |   |
| If partner in a JV or subcontractor, specify participation of total contract amount | Percent of Total                    | Amount  |
|   |                                     |   |
| Employer's Name<br>Address<br>Telephone/Fax Number<br>E-mail                        |                                     |   |
| Description of the Work   |                                     |   |
|   |                                     |   |
| Actual Completion Date:   | Reasons for Delay, if any:          |   |
|   |                                     |   |

**Copy of contracts and completion certificates must be attached.**

**Personnel**

Bidders should provide the names of suitably qualified personnel to meet the requirements specified in Section 3 (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

**Form PER – 1: Proposed Personnel**

|    |                    |
|----|--------------------|
| 1. | Title of position: |
|    | Name               |
| 2. | Title of position: |
|    | Name               |
| 3. | Title of position: |
|    | Name               |
| 4. | Title of position: |
|    | Name               |
| 5. | Title of position: |
|    | Name               |
| 6. | Title of position: |
|    | Name               |
| 7. | Title of position: |
|    | Name               |
| 8. | Title of position: |
|    | Name               |
| 9. | Title of position: |
|    | Name               |





### Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3 (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

|                              |   |                               |
|------------------------------|---|-------------------------------|
| <b>Item of Equipment</b>     |   |                               |
| <b>Equipment Information</b> | <b>Name of manufacturer</b>   | <b>Model and power rating</b> |
|                              | <b>Capacity</b>   | <b>Year of manufacture</b>    |
| <b>Current Status</b>        | <b>Current location</b>   |                               |
|                              | <b>Details of current commitments</b>   |                               |
| <b>Source</b>                | <b>Indicate source of the equipment</b><br><input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured |                               |

Omit the following information for equipment owned by the Bidder.

|                   |   |                               |
|-------------------|---|-------------------------------|
| <b>Owner</b>      | <b>Name of owner</b>  |                               |
|                   | <b>Address of owner</b>   |                               |
|                   | <b>Telephone</b>  | <b>Contact name and title</b> |
|                   | <b>Fax</b>  | <b>Telex</b>                  |
| <b>Agreements</b> | <b>Details of rental / lease / manufacture agreements specific to the project</b> |                               |
|                   |   |                               |
|                   |   |                               |
|                   |   |                               |
|                   |   |                               |
|                   |   |                               |
|                   |   |                               |



### **Structure Organization**

The Bidder should include an Organization Chart showing the relationship between the Director, the Engineer/Supervisor and the administration staff.

### Site Organization

The Bidder must demonstrate that it has the personnel for the key positions  
at the site.

### **Method Statement**

The bidder must provide a work method statement encompassing the requirements of the Works under this tender.

### **Proposed Work Completion Schedule and payments**

Bidder must submit its propose works schedule (bar Chart) detailing the critical work items and providing a clear timeline for completing the works. If involving multiple lots, a separate works schedule must be submitted for each lot

The payment for the year 2021 shall be calculate no more than 25% of the costing of the total project.

### **Save Work and Environmental Plan**

The Bidder shall provide a statement and/or plan that outline its commitment and/or procedures to aid the protection of workers and the environment from harm.

**Local Development Statement**

Bidder must provide a statement that outlines its plan to support local communities

## Form ELI - 1: Bidder's Information Sheet

| <b>Bidder's Information</b>   |  |
|---|--|
| Bidder's legal name   |  |
| In case of JV, legal name of each partner   |  |
| Bidder's country of constitution  |  |
| Bidder's year of constitution   |  |
| Bidder's legal address in country of constitution   |  |
| Bidder's authorized representative (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 ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB 4.2</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</p> |  |

**Form ELI - 2: JV Information Sheet**

Each member of a JV must fill in this form

| <b>JV / Specialist Subcontractor Information</b>   |  |
|--|--|
| <b>Bidder'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><br>(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 ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 4.2.</p> |  |

### Form of Bid Security (Bank Guarantee)

\_\_\_\_\_  
[Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Employer]

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [insert date] (hereinafter called "the Bid") for the execution of [insert name of contract] under Invitation to Bid No. [insert ITB number] ("the ITB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] ([amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the ITB; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
[signature(s)]



**GUARANTEES DECLARATION**

Date:

ICB No MJ/ICB/04/VIII/2021.

**EXTENSION OFFICE OF LEGAL AND JUDICIAL TRAINING CENTER (Expansion works for construction for new classroom for Legal and Judicial Training Center)**

**To: Procurement Unit,**

Central Office Building 2nd floor, Rua da Justiça, Colmera Dili, Timor-Leste

We, the undersigned, declare that:

We understand that, according to your conditions, if our bid is accepted by the employer, before the award we shall present the following guarantees which are mandatory:

- (a) Performance Security in the format of Bank guarantee for the validity of the contract in the amount of 5% of the Contract Price;
- (b) Guarantee of Quality for the validity of contract and 1 year after the temporary delivery of works, in the amount of 10% of the Contract Price, which shall be made through deductions in all payments.

We understand this if we fail to comply with these guarantees, we will not be award to the project.

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 Guarantees Declaration must be in the name of all partners to the Joint Venture that submits the bid.**

## **Financial Proposal**



LETTER OF BID PRICE

Date: .....

ICB No.: MJ/ICB/04/VIII/2021

To: Ministry of Justice

Gentlemen:

- Having examined the Conditions of Contract, Specification, Drawings, Bill of Quantities and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract, Specification, Drawings, Bill of Quantities and Addenda for the sum(s) of \$US \_\_\_\_\_ in words ( \_\_\_\_\_ )  
\_\_\_\_\_ )  
or such other sums as may be ascertained in accordance with the said Conditions.
- We acknowledge that the Contract Data forms part of our Bid.
- We undertake, if our Bid is accepted, to commence the Works on the Start Date as stipulated in the Contract Data, and to complete the whole of the Works comprised in the Contract within the time stated in the Schedules.
- We agree to abide by this Bid for the period of eighty (80) days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- We understand that you are not bound to accept the lowest or any Bid you may receive.
- Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the contract, are listed below:

| Name and Address of Agent | Amount and Currency | Purpose of Commission Or Gratuity |
|---------------------------|---------------------|-----------------------------------|
| _____                     | _____               | _____                             |
| _____                     | _____               | _____                             |
| _____                     | _____               | _____                             |

(if none, state "none")

Dated this \_\_\_\_ day of \_\_\_\_\_ 2021

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_  
duly authorized to sign Bids for and on behalf of \_\_\_\_\_



**Bidders Proposed Payment Schedule**

| Period from Commencement of Works (months) | Period Amount (%) | Accumulative Amount (%) |
|--|-------------------|-------------------------|
| 0-1  | _____ ( )         | _____ ( )               |
| 1-2  | _____ ( )         | _____ ( )               |
| 3-4  | _____ ( )         | _____ ( )               |
| 4-5  | _____ ( )         | _____ ( )               |
| 5-6  | _____ ( )         | _____ ( )               |
| 6-7  | _____ ( )         | _____ ( )               |
| etc.<br>Subtotals                          | _____ (100)       |                         |
| Provisional Sums and Day Works             | _____             |                         |
|  | _____             |                         |
| <b>BID PRICE</b>                           |                   |                         |

1. The tabulations shall be consistent with the Bidder's Programme.
2. The Bidder's estimate of payment should be made at basic rates excluding price adjustment provision (if any). Provisional Sums and Day Works and advance for materials on site should take into account retention money deduction and repayment, and the stipulated time interval for receipt of payment after submission of interim certificates.

## Bill of Quantity

Project Name: **EXTENSION OFFICE OF LEGAL AND JUDICIAL TRAINING CENTER (Expansion works for construction for new classroom for Legal and Judicial Training Center).**

Location: Caicoli, Dili Municipality

Project No. : MJ/ICB/04/VIII/2021

## Recapitulation of Prices and Summary of Unit Rates for the Project (Bid Price)

| MINISTRY OF JUSTICE |                                 |         | RECAP FOR UNIT PRICE FOR: ..... |                       |                   |
|---------------------|---------------------------------|---------|---------------------------------|-----------------------|-------------------|
| Project :           |                                 |         |                                 |                       | Works Item No.    |
| Packet No. :        |                                 |         |                                 |                       |                   |
| Location :          |                                 |         |                                 |                       |                   |
| Works Item :        |                                 |         |                                 |                       | Unit :            |
| No.                 | DESCRIPTION                     | UNIT    | QUANTITY                        | UNIT PRICE<br>(US \$) | AMOUNT<br>(US \$) |
| I                   | PRELIMINARY WORKS               | SUMMARY | 100% of<br>Project Cost         | \$                    | \$                |
| II                  | EXTENSION OFFICE<br>BUILDING    | SUMMARY | 100% of<br>Project Cost         | \$                    | \$                |
| III                 | SECURITY POST (1 UNIT)          | SUMMARY | 100% of<br>Project Cost         | \$                    | \$                |
| IV                  | LANDSCAPING WORKS               | SUMMARY | 100% of<br>Project Cost         | \$                    | \$                |
| A                   | <b>TOTAL (I+II+III+IV)</b>      |         |                                 |                       | \$                |
| B                   | <b>CONTRACTOR FEE (10% x A)</b> |         |                                 |                       | \$                |
| C                   | <b>OVERHEAD</b>                 |         |                                 |                       | \$                |
| D                   | <b>TAX 2% x (A+B+C)</b>         |         |                                 |                       | \$                |
| E                   | <b>CONTINGENCY COST 5% x A</b>  |         |                                 |                       | \$                |
| F                   | <b>GRAND TOTAL (A+B+C+D+E)</b>  |         |                                 |                       | \$                |

(See BOQ Attached)

## Recapitulation of Prices and Summary of Unit Rates for the year 2021

| MINISTRY OF JUSTICE |                           |         | RECAP FOR UNIT PRICE FOR: ..... |                   |
|---------------------|---------------------------|---------|---------------------------------|-------------------|
| Project :           |                           |         |                                 | Works Item No.    |
| Packet No. :        |                           |         |                                 |                   |
| Location :          |                           |         |                                 |                   |
| Works Item :        |                           |         |                                 | Unit :            |
| No.                 | DESCRIPTION               | UNIT    | QUANTITY estimated for 2021     | AMOUNT<br>(US \$) |
| I                   | PRELIMINARY WORKS         | SUMMARY | 25% of Project Cost             | \$                |
| II                  | EXTENSION OFFICE BUILDING | SUMMARY | 25% of Project Cost             | \$                |
| III                 | SECURITY POST (1 UNIT)    | SUMMARY | 25% of Project Cost             | \$                |
| IV                  | LANDSCAPING WORKS         | SUMMARY | 25% of Project Cost             | \$                |
| A                   | TOTAL (I+II+III+IV)       |         |                                 | \$                |
| B                   | CONTRACTOR FEE (10% x A)  |         |                                 | \$                |
| C                   | OVERHEAD                  |         |                                 | \$                |
| D                   | TAX 2% x (A+B+C)          |         |                                 | \$                |
| E                   | CONTINGENCY COST 5% x A   |         |                                 | \$                |
| F                   | GRAND TOTAL (A+B+C+D+E)   |         |                                 | \$                |

**Note:**

The prices quoted here shall be at the amount of 25% of the total cost of the Project.

## Recapitulation of Prices and Summary of Unit Rates for the year 2022

| MINISTRY OF JUSTICE |                           |         | RECAP FOR UNIT PRICE FOR: ..... |                   |
|---------------------|---------------------------|---------|---------------------------------|-------------------|
| Project :           |                           |         |                                 | Works Item No.    |
| Packet No. :        |                           |         |                                 |                   |
| Location :          |                           |         |                                 |                   |
| Works Item :        |                           |         |                                 | Unit :            |
| No.                 | DESCRIPTION               | UNIT    | QUANTITY estimated for 2022     | AMOUNT<br>(US \$) |
| I                   | PRELIMINARY WORKS         | SUMMARY | 75% of Project Cost             | \$                |
| II                  | EXTENSION OFFICE BUILDING | SUMMARY | 75% of Project Cost             | \$                |
| III                 | SECURITY POST (1 UNIT)    | SUMMARY | 75% of Project Cost             | \$                |
| IV                  | LANDSCAPING WORKS         | SUMMARY | 75% of Project Cost             | \$                |
| A                   | TOTAL (I+II+III+IV)       |         |                                 | \$                |
| B                   | CONTRACTOR FEE (10% x A)  |         |                                 | \$                |
| C                   | OVERHEAD                  |         |                                 | \$                |
| D                   | TAX 2% x (A+B+C)          |         |                                 | \$                |
| E                   | CONTINGENCY COST 5% x A   |         |                                 | \$                |
| F                   | GRAND TOTAL (A+B+C+D+E)   |         |                                 | \$                |

**Note:**

The prices quoted here shall be at the amount of 75% of the total cost of the Project.

**NOTES**

1. The Bidder is required to submit breakdown of the Bid prices and unit rates when requested in accordance with Documentation Requirements, above.
2. The prices and unit rates shall be the same as stated in the Bill of Quantities.
3. The percentage shall be applied on the Sub-Total (A+B+C+D).

### PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices Bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices stated in the priced Bill of Quantities shall except insofar as it is otherwise provided under the Contract include all Constructional Plant, labor, supervision, materials, erection, maintenance, insurance, profit, taxes and duties together with all general risks, liabilities and obligations set out or implied under the Contract. Where separate provision has been made in the General and Preliminary section of the Bill of Quantities for the pricing of certain fixed and time related items (BOQ Item 12.02) the item must be fully priced within the General and Preliminary section and not distributed throughout work related items included in the other sections of the Bill of Quantities.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with clause 1104 of the Technical Specifications.
8. The Works as executed will be measured for payment in accordance with the methods described in the Contract under the various pay items notwithstanding any custom to the contrary. Attention is directed to the provisions of Clause 1104 of the Technical Specifications regarding the measurement of quantities for payment. Except where otherwise specified the net measurements or mass of the finished work in place shall be taken for payment but excluding any volume or mass of work in excess of that ordered or specified. The Payment Item in the Bill of Quantities refers to the corresponding item number in the Technical Specification, though further details of requirements pertaining to that item may be included elsewhere in the Technical Specification.

### DAY WORKS SCHEDULE

Day work intent

Work shall only be executed on a day work basis when considered by the Engineer to be an addition to, or substitution for, works included in the Items of the Bill of Quantities, and when in his opinion no related unit rate can be ascertained from the unit rates inserted against the Items. Day work shall only be commenced on written authority by the Engineer.

Labor

Rates per hour must be entered and extended for the various classes of labor indicated in the Schedule.

Materials

Payment for materials used in Day works shall be as described in Clause 10 hereunder. The Contractor shall enter a percentage for on costs as defined.

Plant

Rates per hour must be entered and extended for the various types of plant and transport indicated in the schedule.

Day work Sum

The total of the extended rates for each schedule shall be carried forward to the relevant item in the Bill of Quantities and entered as a Provisional Sum.

## DAY WORKS MEASUREMENT AND PAYMENT

### Day work Labor

In calculating payments due to the Contractor for the execution of day works, the hours for labor will be reckoned from the time of arrival of the labor at the job site to execute the particular item of day work to the time of return to the original place of departure, but excluding meal breaks and rest periods.

Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured.

The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

The Contractor shall be entitled to payment in respect of the total time that labour is employed on day work, calculated at the basic rates entered by him in "Bill Group 8 – Day works - Labour" as described below:

- (a) the basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, any sums paid to or on behalf of such labour for social benefits in accordance with East Timor law, and shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour, timekeeping, clerical and office work, the use of consumable stores, water, lighting and power, the use and repair of staging's, scaffolding, workshops and stores, portable power tools, manual plant and tools, supervision by the Contractor's staff, foremen and other supervisory personnel, and charges incidental to the foregoing, insofar as such charges are not included in other items in the General and Preliminary section of the Bill of Quantities.

### Day work Materials

The Contractor shall be entitled to payment in respect of materials used for day work.

- i) The rate for materials shall be calculated on the basis of the net price paid by the Contractor for materials delivered to site. These net costs must be substantiated by supplier's invoices.
- ii) The cost of hauling materials for use on work ordered to be carried out as day work from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction Plant in this Schedule.
- iii) The percentage added to the costs as described in Sub-clause b (i) above shall include for unloading at the Site, taking into store, storing as may be required, wastage, damage and profit.
- iv) A suitable rate or price for materials manufactured by the Contractor shall be agreed upon between the Engineer and the Contractor.

### Day work Constructional Plant

The Contractor shall be entitled to payments in respect of Constructional Plant already on Site and employed on day work at the basic rental rates entered by him in the "Bill Group 8 – Day works - Plant" as follows:

- (i) The said rates shall be deemed to include the complete allowance for depreciation,

interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables and all overhead, profit and administrative costs related to the use of such equipment insofar as such charges are not included in other items in the General and Preliminary Section of the Bill of Quantities. The cost of drivers, operators and assistants will be paid for separately as described under the section on Day work Labour.

- (ii) In calculating the payment due to the Contractor for Constructional Plant employed on day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Constructional Plant was located when ordered by the Engineer to be employed on day work and the time for return journey thereto shall be included for payment.

**BREAKDOWN AND UNIT PRICES RATES**

| <b>MINISTRY OF JUSTICE</b>                                   |                  |                 | <b>UNIT PRICE ANALYSIS FOR: .....</b> |                       |                       |
|--|------------------|-----------------|---------------------------------------|-----------------------|-----------------------|
| <b>Project :</b><br><b>Packet No. :</b><br><b>Location :</b> |                  |                 |                                       |                       | <b>Works Item No.</b> |
| <b>Works Item :</b>  |                  |                 |                                       |                       | <b>Unit :</b>         |
| No.  | COST COMPONENT   | UNIT            | QUANTITY                              | UNIT PRICE<br>(US \$) | AMOUNT<br>(US \$)     |
| <b>A</b>   | <b>LABOR</b>     |                 |                                       |                       |                       |
|  | 1                | Unskilled Labor |                                       |                       |                       |
|  | 2                | Skilled Labor   |                                       |                       |                       |
|  | 3                | Foreman         |                                       |                       |                       |
|  | <b>Sub Total</b> |                 |                                       |                       |                       |
| <b>B</b>   | <b>MATERIALS</b> |                 |                                       |                       |                       |
|  | 1                |                 |                                       |                       |                       |
|  | 2                |                 |                                       |                       |                       |
|  | 3                |                 |                                       |                       |                       |
|  | 4                |                 |                                       |                       |                       |

*M.*

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| 5 | <b>Sub Total</b>                                     |  |  |  |  |
| C | <b>EQUIPMENT</b>                                     |  |  |  |  |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
|   | <b>Sub Total</b>                                     |  |  |  |  |
| D | <b>SUM OF LABOR, MATERIALS AND EQUIPMENT (A+B+C)</b> |  |  |  |  |
| E | <b>CONTRACTOR FEE, OVERHEAD AND TAX (12% X D)</b>    |  |  |  |  |
| F | <b>WORK ITEM UNIT PRICE</b>                          |  |  |  |  |

Notes

1. Unit is based on operation hour for labor and equipment, volume and or weight measure for material
2. Unit of quantity for each component is finished one of working unit of works item
3. Unit cost for equipment belong to fuel, spare part, operator & assistant
4. All cost belong to all of expenditures of related tax and other cost to complete the work item

## **Section 5 – SCHEDULE SUPPLY AND WORKS REQUIREMENTS**

This Section contains the Technical Specifications, the Drawings, Supplementary Information that describe the Works to be procured, Personnel Requirements and Equipment Requirements.

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Specifications

Drawings

Personnel Requirements

Equipment Requirements

**Specifications**

MJ Standard specifications

**Drawings**

Separately attached N/A



**Personnel Requirements**

Using Form PER-1 and PER-2 in section 4 (Bidding Forms), the bidder must demonstrate it has personnel that meet the following requirements

| <b>Position</b>                     | <b>Total Work Experience<br/>(years)</b> | <b>Experience in Similar Work<br/>(years)</b> |
|-------------------------------------|--|---|
| Project Manager<br>(Civil Engineer) | 5  | 3   |
| Site Civil Engineer                 | 4  | 2   |

## Equipment Requirements

Using Form Equipment in Section 4 (Bidding Forms), the Bidder must demonstrate it has the key equipment listed below:

| Equipment type and Characteristics | Minimum Number of Units |
|------------------------------------|-------------------------|
| Dump Truck                         | 2                       |
| Compactor                          | 2                       |
| Mini Excavator/ Crane-shovel       | 1                       |
| Concrete Mixer/Molen               | 1                       |

## **Section 6**

### **General Conditions of Contract (GCC)**

5.

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## General Conditions of Contract

### A. General

#### 1. Definitions

- 1.1 Boldface types is used to identify defined terms.
- a. The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
  - b. The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.1 hereunder.
  - c. **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
  - d. **Compensation Events** are those defined in GCC 41.1 hereunder.
  - e. The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC52.1.
  - f. The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.
  - g. The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
  - h. The **Contractor's Bid** is the completed bid documents submitted by the Contractor to the Employer.
  - i. The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
  - j. **Days** are calendar days; months are calendar months.
  - k. **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
  - l. A **Defect** is any part of the Works not completed in accordance with the Contract.

- m. The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- n. The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.
- o. **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- p. The **Employer** is the party who employs the Contractor to carry out the Works, as specified in the **PCC**.
- q. **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- r. **Force Majeure means** an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- s. The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- t. The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- u. **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
- v. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- w. "**Party**" means the Employer or the Contractor, as the context requires.
- x. **PCC** means Particular Conditions of Contract.
- y. **Plant** is any integral part of the Works that shall have a

- Mechanical, electrical, chemical, or biological function.
- z. The **Project Manager / Supervisor** is the person named in the **PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
  - aa. **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC45.1.
  - bb. The **Site** is the area defined as such in the **PCC**.
  - cc. **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
  - dd. **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
  - ee. The **Start Date** is given in the **PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
  - ff. A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
  - gg. **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
  - hh. A **Variation** is an instruction given by the Project Manager which varies the Works.
  - ii. The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the **PCC**.

- 2. Interpretation**
- 2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
  - 2.2 If sectional completion is specified in the **PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
  - (b) Letter of Acceptance,
  - (c) Contractor's Bid,
  - (d) Particular Conditions of Contract,
  - (e) General Conditions of Contract,
  - (f) Specifications,
  - (g) Drawings,
  - (h) Bill of Quantities, and
  - (i) any other document listed in the **PCC** as forming part of the Contract.
3. **Language and Law** 3.1 The language of the Contract and the law governing the Contract are stated in the **PCC**.
4. **Project Manager's Decisions** 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
5. **Delegation** 5.1 The Project Manager may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
6. **Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
7. **Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
8. **Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
9. **Personnel and Equipment** 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially

equal to or  
better than  
those proposed  
in the Bid.

- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 10. Employer's and Contractor's Risks**
- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks**
- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
    - i. use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
    - ii. negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the location where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
  - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
  - (c) the activities of the Contractor on the Site after the Completion Date.
- 12. Contractor's Risks**
- 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance**
- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, appropriate insurance cover to protect against Contractor's risks, including:
- (a) loss of or damage to the Works, Plant, and Materials;

- (b) loss of or damage to Equipment;
  - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - (d) personal injury or death.
- 14. Site Investigation Reports**
- 14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **PCC**, supplemented by any information available to the Bidder.
- 15. Contractor to Construct the Works**
- 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to be Completed by the Intended Completion Date**
- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Designs by Contractor and Approval by the Project Manager**
- 17.1 The Contractor shall carry out design to the extent specified in the **PCC**. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
- 17.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. **Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them
20. **Possession of the Site** 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the **PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
21. **Access to the Site** 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
22. **Instructions, inspections and Audits** 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable law
- 22.2 The Contractor shall permit the Employer to inspect the Contractor's accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Employer. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the Employer.
23. **Appointment of Adjudicator** 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.
24. **Procedure for Disputes** 24.1 The Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall

be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the rate specified in the **PCC**, together with reimbursable expenses of the types specified in the Contract Data, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and, in the place, specified in the **PCC**.

#### **B. Time Control**

#### **25. Program**

- 25.1 Within the time stated in the **PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of there maiming work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the **PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the **PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

#### **26. Extension of the intended Completion**

- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended

- Date** Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 27. Acceleration**
- 27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 27.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 28. Delays Ordered by the Project Manager**
- 28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 29. Management Meetings**
- 29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 30. Early Warning** 30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

### C. Quality Control

#### 31. Identifying Defects

31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

#### 32. Tests

32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

#### 33. Correction of Defects

33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the **PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

#### 34. Uncorrected Defects

34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

### D. Cost Control

#### 35. Contract Price

35.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

#### 36. Changes in the Contract Price

36.1 In the case of an admeasurements contract:

- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust her rate to allow for the change.

(b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

(c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

### **37. Variations**

37.1 All Variations shall be included in updated Programs produced by the Contractor.

37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered

37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

37.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 36.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

### **38. Cash Flow Forecasts**

38.1 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

### **39. Payment Certificates**

39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

- 39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 39.3 The value of work executed shall be determined by the Project Manager.
- 39.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.
- 39.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### 40. Payments

- 40.1 Payments shall be adjusted for deductions in case of advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 40.4 Item soft he Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

#### 41. Compensation Events

- 41.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC20.1.
  - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contract or under the Contract.
  - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
  - (e) The Project Manager unreasonably does not approve a subcontract to be let.
  - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
  - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
  - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
  - (i) The advance payment is delayed.
  - (j) The effects on the Contractor of any of the Employer's Risks.
  - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

- 42. Tax** 42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 44.1.
- 43. Currencies** 43.1 All payments shall be made in the currency specified in the **PCC**.
- 44. Price Adjustment** 44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the **PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:
- $$P_c = A_c + B_c I_{mc}/I_{oc}$$
- where:
- $P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."  
 $A_c$  and  $B_c$  are coefficients specified in the **PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and  
 $I_{mc}$  is a consolidated index prevailing at the end of the month being invoiced and  $I_{oc}$  is the same consolidated index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."
- 44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
- 45. Retention** 45.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the **PCC** until Completion of the whole of the Works.
- 45.2 Upon the issue of a Final Certificate of Completion of the Works by the Project Manager, in accordance with GCC 52.1, the total amount retained shall be repaid to the Contractor when the Defects Liability Period referred at CGG 52.1 has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee if stated at **PCC**.

- 46. Liquidated Damages**
- 46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the **PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC40.1.
- 47. Bonus**
- 47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the **PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
- 48. Advance Payment**
- 48.1 The Employer shall make advance payment to the Contractor of the amounts stated in the **PCC** by the date stated in the **PCC**, against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
- 49. Securities**
- 49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall

be issued in an amount specified in the **PCC**, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

49.2 A Guarantee of quality to prevent damages from the work executed shall be provide to the employer in an amount specified in the **PCC**.

**50. Day works**

50.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

50.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

50.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

**51. Cost of Repairs**

51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

**E. Finishing the Contract**

**52. Completion**

52.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works temporary and final, and the Project Manager shall do so upon deciding that the work is completed.

**53. Taking Over**

53.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

**54. Final Account**

54.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

**55. Operating and Maintenance**

55.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the

**Manuals****PCC.**

55.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

**56. Termination**

56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;

(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;

(e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) the Contractor does not maintain a Security, which is required;

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **PCC**, and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC57.1.

56.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

56.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

- 56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reason ably possible.
- 57. Fraud and Corruption**
- 57.1 The Employer requires that the Contractor including subcontractors observe the highest standard of ethics during the procurement and execution of contracts. In pursuit of this policy, the Employer:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
1. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  2. “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;
  3. “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;
  4. “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 sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded by the Employer if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract funded by the Employer.
- 58. Payment and Termination**
- 58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the **PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 58.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done,

Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

**59. Property**

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

**60. Release from Performance**

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

## **Section 7 - Particular Conditions of Contract**

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



**Particular Conditions of Contract (PCC)**

| <b>A. General</b>             |  |
|-------------------------------|--|
| <b>GCC 1.1 (p)</b>            | The Employer is: <b>Ministry of Justice of the Government of the Democratic Republic of Timor-Leste</b>  |
| <b>GCC 1.1 (t)</b>            | The Intended Completion Date reckoned from the Start Date, shall be: <b>180 DAYS</b>   |
| <b>GCC 1.1 (ii)</b>           | The scope of the works is defined at the drawings attached in bidding documents.   |
| <b>GCCs 1.1 (z) &amp; 4.1</b> | The Project Manager/Supervisor is: <b>Mr. Laurindo Barros Alves</b>  |
| <b>GCC 1.1 (bb)</b>           | The Site is defined in the Drawings attached in bidding documents.   |
| <b>GCC 1.1 (ee)</b>           | The Start Date shall be : <b>14 days</b> from issuance or receipt of Notice to Proceed (NTP) from the Employer   |
| <b>GCC 1.1 (o)</b>            | Please refer to the Drawings, Technical Specifications, and Bill of Quantities.  |
| <b>GCC 2.2</b>                | Sectional Completions are: <b>NOT APPLICABLE</b>   |
| <b>GCC 2.3(i)</b>             | The following documents also form part of the Contract: <b>NOT APPLICABLE</b>  |
| <b>GCC 3.1</b>                | The language of the contract is <b>ENGLISH</b><br>The law that applies to the Contracts the <b>LAW OF THE DEMOCRATIC REPUBLIC OF TIMOR-LESTE</b>   |
| <b>GCC 6.1</b>                | For <u>notices</u> , the Employer's address shall be:<br>Attention: <b>Jaime Maia</b><br>Chefe da Unidade Aproveitamento Descentralizado/UAD<br>Office address: Rua da Justiça, Colmera, Dili, Timor-Leste |
| <b>GCC 8.1</b>                | Schedule of other contractors shall be advised by the Employer before the Start Date.  |
| <b>GCC 14.1</b>               | Site Investigation Reports are: <b>NOT APPLICABLE</b>  |
| <b>GCC 16.1</b>               | The validity is upon signing the contract until the end of December 2022   |
| <b>GCC 17.1</b>               | The following shall be designed by the Contractor: <b>NOT APPLICABLE</b>   |
| <b>GCC 20.1</b>               | The Contractor is deemed given Possession of Site when the Contractor receives the Notice to Proceed from the Employer.  |
| <b>GCC 24.4</b>               | The formal mechanism for the resolution of disputes shall be:<br>The rules of procedure for arbitration proceedings pursuant to GCC Clause 24.4 shall be as follows:                                       |

|                           |   |
|---------------------------|---|
|                           | <p>(a) Contract with foreign Company:</p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>(b) Contracts with a Comapany who is a national of the Employer's country:</p> <p>In the case of a dispute between the Employer and a Company 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.</p> |
| <b>B. Time Control</b>    |   |
| <b>GCC 25.1</b>           | The Contractor shall submit the Work Completion Program with the bid.   |
| <b>GCC 25.2</b>           | The Contractor shall submit any proposed updates to the Work Completion Program submitted with the bid within <b>14 DAYS</b> from the Start Date.   |
| <b>GCC 25.3</b>           | The period between Program updates is: 2 Months   |
| <b>C. Quality Control</b> |   |
| <b>GCC 33.1</b>           | The Defects Liability Period is: along the contract and during 365 days <b>after the provisory delivery of works by the temporary certificate of completion of works.</b><br><b>The contractor shall have a period of 7 days to correct the defects.</b>  |
| <b>D. Cost Control</b>    |   |
| <b>GCC 36.1</b>           | No amendment of the contract price is permitted. The contract shall be ammend only in case of changes in time schedule to complete the works if justified in accordance with some relevant circumstances as referred at CGG 52.1  |
| <b>GCC 39.1</b>           | The terms of payment shall be:<br><br>The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:<br><br>Payments will be only made via bank transfer in accordance with the actual progress of the works, using the unit prices established in the accepted Price Schedule. The payment will be made within sixty (60) days after submission of the invoice in accordance with the delivery of works and upon the certificated of good execution issued by Agencia nacional de Desenvolvimento - A.D.N.   |

|                                  |  |
|----------------------------------|--|
| <b>GCC 42.1</b>                  | Contract awarded to a national company shall be retained a tax of 2% of the contract. Contract awarded to a international company shall be retained a tax of 10% of the contract.  |
| <b>GCC 43.1</b>                  | The currency for payment is: <b>UNITED STATES DOLLAR (USD)</b>   |
| <b>GCC 44.1</b>                  | Price adjustment: <b>NOT APPLICABLE</b>  |
| <b>GCC 45.1</b>                  | The proportion of payments retained is: <b>TEN PERCENT (10%)</b>   |
| <b>GCC 46.1</b>                  | The liquidated damages for the whole of the Works are 1/10 of 1% OF THE CONTRACT PRICE which is the maximum amount of liquidated damages for the whole of the Works. The damages higher than the referred shall be reduced of the payments   |
| <b>GCC 47.1</b>                  | Bonus: <b>NOT APPLICABLE</b>   |
| <b>GCC 48.1</b>                  | Advance payment: <b>NOT APPLICABLE</b>   |
| <b>GCC 49.1</b>                  | <p>The Contractor shall provide a Performance Security in the amount of <b>Five Percent (5%) of the Contract Price</b> in accordance with the law of the Employer's Country and has to be accepted by the employer prior to the award. The Performance Security shall be denominated in <b>United States Dollar (US\$)</b>.</p> <p>The type of acceptable Performance Security shall be in the form of an <b>Unconditional Bank Guarantee</b> issued by a commercial bank acceptable to the Emmployer.</p> <p>Discharge of Performance Security shall take place: Not later than twenty eight (28) days following the date of completion of the Supplier's performance obligations under the Contract.</p> |
| <b>GCC 49.2</b>                  | A commercial warranty in the amount of 10% of the contract price shall be applicable to the contract under deductions of the payments. Not later than 365 days following the date of reception of the temporary certificate of completion of works and if the Contractor's performance obligations under the Contract is satisfied, the warranty should be discharged.   |
| <b>E. Finishing the Contract</b> |  |
| <b>GCC 52.1</b>                  | <p>The temporary certificate of Completion of the Works shall be issued by the Contractor and the Manager of the project/Supervisor upon delivery of works within the completion of the contract validity.</p> <p>The final certificate of Completion of the Works shall be issued by the Contractor and the Manager of the project/Supervisor after 365 days after the temporary delivery of works referred above.</p> <p>In case of not complete the works as scheduled, the contractor shall have a period of delay of six months after the completion time to complete the work.</p>   |
| <b>GCC 58.1</b>                  | <p>The final payment of the progress of the works during the completion shall be accompanied by the following:</p> <p>Invoice, Temporary certificate of Completion of the Works, the Document of the Final Build drawing prepared by the Contractor and also the respectively Build quantity.</p>  |

## Section 8. Contract Forms

### Table of Forms

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| Agreement .....             | 8-3 |
| Performance Security .....  | 8-4 |



### Letter of Acceptance

[on letterhead paper of the Employer]

..... *date* .....

To: ..... *name and address of the Contractor* .....

Subject: .....*Notification of Award Contract No.*.....

This is to notify you that your Bid dated . . . *date* ..... consisting of the Technical and Price Bids for **Execution of the** .....name of the contract and identification number, as given in the Contract

**Data**.....for the Accepted Contract Amount of the equivalent of ..... **amount in numbers and words and name of currency**....., as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by the Employer.

You are requested to furnish the Performance Security within 7 days in accordance with the Conditions of Contract, using for that purpose the *of* the Performance Security Form included in Section 8 (Contract Forms) of the Bidding Documents.

Authorized Signature:

.....

Name and Title of Signatory:

.....

Attachment:  
Contract  
Agreement

### Agreement

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

WHEREAS the Employer invited bids for the **EXTENSION OFFICE OF LEGAL AND JUDICIAL TRAINING CENTER (Expansion works for construction for new classroom for Legal and Judicial Training Center)**, ref. MJ/ICB/04/VIII/2021 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 Supplier of Award of Contract;
  - (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - (c) the Special Conditions of Contract;
  - (d) the General Conditions of Contract;
  - (e) the Schedule of Supply; and
  - (f) \_\_\_\_\_.

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

3. In consideration of the payments to be made by the Employer to the Supplier as indicated in this Agreement, the 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 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 Supplier)



### Performance Security

Date: \_\_\_\_\_

Contract Name and No. : \_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter "the Supplier") has undertaken, pursuant to Contract No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ for the **EXTENSION OFFICE OF LEGAL AND JUDICIAL TRAINING CENTER (Expansion works for construction for new classroom for Legal and Judicial Training Center)**, ref. MJ/ICB/04/VIII/2021 (hereinafter "the Contract").

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of \_\_\_\_\_ and we undertake to pay you, upon your first written demand declaring the 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 \_\_\_\_\_



MINISTÉRIO DA  
JUSTIÇA

Notes:

|                |  |
|----------------|--|
| Project Name   | EXTENSION OFFICE OF LEGAL AND JUDICIAL TRAINING CENTER (Expansion works for construction for new classroom for Legal and Judicial Training Center) |
| Project Number | MJ/ICB/04/VIII/2021  |
| Company Name   |  |

Annex TP No. ....

TECHNICAL EVALUATION REPORT  
(WORKS)

| WEIGHT                                 |   | SCORING    |   |
|--|---|------------|---|
| 1                                      | = Minimum Requirement                                       | 1          | = Not acceptable, has not met any reasonable criteria             |
| 2                                      | = of benefit will some value to contract                    | 2          | = Has only met some minimum requirement and any not be acceptable |
| 3                                      | = High level of performance                                 | 3          | = Acceptable  |
| 4                                      | = Superior level performance required                       | 4          | = Acceptable, has met all requirement and exceeded some           |
| 5                                      | = Absolutely required, critical to the contract performance | 5          | = Acceptable, Has well exceeded all requirement                   |
| <b>TECHNICAL PASSING GRADE MINIMUM</b> |   | <b>70%</b> |   |

| No.  | DESCRIPTION  | PASS or FAILS |       |          | Remarks |
|--|--|---------------|-------|----------|---------|
| I ELEGIBILITY REQUIREMENT                            |  | Pass          | Fail  |          |         |
| P.1  | 1 - Authenticated copy of current business Registration license Certificate  |               |       |          |         |
| P.2  | 2 - Proof of tax payments for immediate past quarter duly authenticated, copy of Tax Certificate that is still valid and has been legalized from country of domicile.  |               |       |          |         |
| P.6  | 3 - Statute Company and Declaration of eligibility as stated at section 4.   |               |       |          |         |
| P.7  | 4 - Bank statement for three month period issued at the seven days prior to the bid submission deadline, stating the cash balance of a minimum US \$ 50,000 in the Company Account which the deposit was made before the quarter.  |               |       |          |         |
| P.10   | 5 - Attach a letter stating that you agree all the time, the Ministry can check your Bank Account.   |               |       |          |         |
| P.3  | 6 - Bid Security of \$ 5,000 in accordance with ITB, Clause 18.1 Sent in the technical proposal  |               |       |          |         |
| P.8  | 7 - General experience at least 5 years and and Specific experience (public setor) at least 3 years each, proving with contracts   |               |       |          |         |
| P.5  | 8 - Bid Securing Declaration, in accordance with this Section and Declaration bidder shall present guarantees of performance at 5% and quality at 10% if awarded.  |               |       |          |         |
| P.9  | 9 - Signatory to the bid is authorized to commit the Bidder as evidenced by a Power of Attorney submitted with the Bid in case of Delegation or the signing director is other different from the one stated at the statute.  |               |       |          |         |
| P.4  | 10 - Submission proposals in 2 envelopes   |               |       |          |         |
| <b>II TECHNICAL REQUIREMENTS</b>                     |  |               |       |          |         |
| <b>II.1 GENERAL EXPERIENCE/ REQUIREMENT</b>          |  | Weight        | Score | W * Sc   | Remarks |
| C.3.1  | Evidence of bidder being Experience under construction contracts in the role of lead contractor, subcontractor, or management contractor for at least the last 5 years prior to the applications submission deadline in the amount (attached copies of contract).  | 5             |       | 0        |         |
| C.3.2  | Specific Construction Experience (Contracts of Similar Size and nature) Participation as contractor, management contractor, or subcontractor, in at least 2 contracts within the last 5 years, with a value of at least US\$ 250,000.00 (United States Dollars Six Hundred Fifty Thousand) for each contract that has been successfully or are substantially completed and that are similar to the proposed works. (attached copies of contract).                  | 5             |       | 0        |         |
| C.3.5  | Specific Construction Experience IN PUBLIC SECTOR (Contracts of Similar Size and nature) Participation as contractor, management contractor, or subcontractor, in at least 2 contracts within the last 4 years, with a value of at least US\$ 650,000.00 (United States Dollars Six Hundred Fifty Thousand) for each contract that has been successfully or are substantially completed and that are similar to the proposed works. (attached copies of contract). | 5             |       | 0        |         |
| <b>Total Score Sub II.1</b>                          |  | <b>15</b>     |       | <b>0</b> |         |
| <b>II.2 SUPPLY SERVICES CAPACITY AND METHODOLOGY</b> |  | Weight        | Score | W * Sc   |         |
| C.3.5  | PAST PERFORMANCE IN NATIONAL PUBLIC SETOR EXPERIENCE - recommendations, at least 2, related to sale Construction for the amount \$250,000.00 each. Attach document.  | 5             |       | 0        |         |
| A.2  | Site Visit to the employer local to proceed the works (according to the government restrictions to local travel).  | 5             |       | 0        |         |
| C.2.1.1  | Compliance to technical specifications requirements:<br>Method Statement: Approach proposed for contract implementation, key activities considered to be necessary to achieve the contract objectives.   | 5             |       | 0        |         |
| C.6.7  | MAJOR ITEMS EQUIPMENT:<br>The Bidder must demonstrate that it has the key equipment listed hereafter: Required Minimum<br>a. Dump Truck: 2 units   | 5             |       | 0        |         |
| C.6.5  | MAJOR ITEMS EQUIPMENT:<br>The Bidder must demonstrate that it has the key equipment listed hereafter: Required Minimum<br>B. Mini Excavator/ Crane-shovel:1 unit   | 5             |       | 0        |         |
| C.6.8  | MAJOR ITEMS EQUIPMENT:<br>The Bidder must demonstrate that it has the key equipment listed hereafter: Required Minimum<br>C. Compactor/GRADER: 2 units   | 5             |       | 0        |         |
| C.7  | MAJOR ITEMS EQUIPMENT:<br>The Bidder must demonstrate that it has the key equipment listed hereafter: Required Minimum<br>d. suplier Concrete Mixer/molen: 1 Units   | 5             |       | 0        |         |
| C.9  | Construction Schedule:<br>Construction Schedule, covering the entire construction period in MS Project format, showing all the activities, project milestones and critical path (ganttt chart).  | 5             |       | 0        |         |
| <b>Total Score Sub II.2</b>                          |  | <b>40</b>     |       | <b>0</b> |         |
| <b>II.3 TECHNICAL/PROFESSIONAL REQUIREMENTS</b>      |  | Weight        | Score | W * Sc   |         |
| C.4  | Struture Organization: Flow-Chart showing lines of authorities, key personnel assigned for the specific tasks, staff, numbers of supervisory personal and support staff ( and job description)   | 5             |       | 0        |         |
| C.5.1  | PERSONNEL: The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements: Project manager ( A civil engineer with total work experience 5 years and experience in similar work 3 years.)  | 5             |       | 0        |         |
| C.5.2  | PERSONNEL: The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements: Structural site Civil Enginner (A civil engineer with total work experience 5 years and experience in similar work 3 years.)  | 5             |       | 0        |         |



|  |   |            |           |
|--|---|------------|-----------|
| C.5.3  | PERSONNEL: The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements: <b>Material engineer</b>   | 5          | 0         |
| C.5.7  | PERSONNEL: The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements: <b>Construction supervisors</b>  | 5          | 0         |
| <b>Total Score Sub II.3</b>                      |   | <b>25</b>  | <b>0</b>  |
| <b>II.4 COMERCIAL CAPACITY</b>                   |   |            |           |
| C.3.3  | FINANCIAL RESOURCE: (Cash Flow Capacity) The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, lines of credit, and other financial means, other than any contractual advance payments and Current Contract Commitment (CCC) to meet a <b>ATUAL</b> cash-flow Requirement of US\$ 400,000.00 (United States Dollars Four Hundred Thousand);<br>Last quarter Bank statement (last 3 months) bank references/ past & present litigation (with a cash balance at the end of the period requested- close balance of 5 50.000 until the day prior of the day of the announcement of this procurement). | 5          | 0         |
| C.12.1   | Non Evidence of possibility of rise to the company to bankrupt.<br>Non evidence of Profit/losses within the last 3 years.   | 5          | 0         |
| <b>Total Score Sub II.4</b>                      |   | <b>10</b>  | <b>0</b>  |
| <b>II.5 LOCAL DEVELOPMENT REQUIREMENT</b>        |   |            |           |
| D.1.1  | Bidder must provide a statement that outlines its plan to support local communities/ enhancement and supporting small to medium size of industry and business capability in Timor-Leste,  | 5          | 0         |
| D.1.2  | Job creation of Timorese citizen; Bidder sponsored monitoring/coaching/training for professional or vocational skill transfer.  | 5          | 0         |
| <b>Total Score Sub II.5</b>                      |   | <b>10</b>  | <b>0</b>  |
| <b>TOTAL POINT II.1+II.2+II.3+II.4+II.5</b>      |   | <b>100</b> | <b>0</b>  |
| <b>Maximum Value of Exceeded All Requirement</b> |   | <b>500</b> | <b>0%</b> |

**Evaluation Team:**

| No. | Name | Date | Signature |
|-----|------|------|-----------|
| 1   |      |      |           |
| 2   |      |      |           |
| 3   |      |      |           |
| 4   |      |      |           |
| 5   |      |      |           |
| 6   |      |      |           |
| 7   |      |      |           |





MINISTÉRIO DA  
JUSTIÇA

Notes:

Project Name EXTENSION OFFICE OF LEGAL AND JUDICIAL TRAINING CENTER (Expansion works for construction for new classroom for Legal and Judicial Training Center)

Project Number MJ/ICB/04/VIII/2021

Company Name

**SUMMARY LIST  
( WORKS )**

Annex : SM #. ....

| No. | Bidders Name | Compliance Score | Remaks |
|-----|--------------|------------------|--------|
| 1   |              |                  |        |
| 2   |              |                  |        |
| 3   |              |                  |        |
| 4   |              |                  |        |
| 5   |              |                  |        |
| 6   |              |                  |        |
| 7   |              |                  |        |
| 8   |              |                  |        |
| 9   |              |                  |        |
| 10  |              |                  |        |
| 11  |              |                  |        |
| 12  |              |                  |        |
| 13  |              |                  |        |
| 14  |              |                  |        |
| 15  |              |                  |        |

Evaluation Team:

| No. | Name | Date | Signature |
|-----|------|------|-----------|
| 1   |      |      |           |
| 2   |      |      |           |
| 3   |      |      |           |
| 4   |      |      |           |
| 5   |      |      |           |
| 6   |      |      |           |
| 7   |      |      |           |



MINISTÉRIO DA  
JUSTIÇA

Notes:

Project Name EXTENSION OFFICE OF LEGAL AND JUDICIAL TRAINING CENTER (Expansion works for construction for new classroom for Legal and Judicial Training Center)  
Project Number MJ/ICB/04/VIII/2021  
Company Name

FINANCIAL EVALUATION REPORT  
( WORKS )

Annex FP No. ....

| DESCRIPTION                                     | Nominal in USD | Remaks |
|---|----------------|--------|
|   | YES / NO       |        |
| TECHNICAL EVALUATION SCORE                      | 0              |        |
| BUDGET ON CPV                                   |                |        |
| ENGINEERING ESTIMATION                          |                |        |
| 1 Bill of Quantity or Bid Price                 | #DIV/0!        |        |
| 2 Presu Companhia nian neebe avalia agora       |                |        |
| 3 Presu Companhia neebe iha presu mais baixo    |                |        |
| FINANCIAL EVALUATION SCORE                      | #DIV/0!        |        |
| Maximum Final Value of Exceeded All Requirement | 100            |        |

Evaluation Team:

| No. | Name | Date | Signature |
|-----|------|------|-----------|
| 1   |      |      |           |
| 2   |      |      |           |
| 3   |      |      |           |
| 4   |      |      |           |
| 5   |      |      |           |
| 6   |      |      |           |
| 7   |      |      |           |



**MINISTÉRIO DA  
JUSTIÇA**

**Notes:**

**Project Name** EXTENSION OFFICE OF LEGAL AND JUDICIAL TRAINING CENTER (Expansion works for construction for new classroom for Legal and Judicial Training Center)

**Project Number** MJ/ICB/04/VIII/2021

**Company Name**

Annex FP No. ....

**FINAL EVALUATION REPORT**

| No.   | DESCRIPTION                | Evaluation Weigth (W) | Score (SC) | Point   | Remarks |
|---|----------------------------|-----------------------|------------|---------|---------|
|   | TECHNICAL EVALUATION SCORE | 60%                   | 0          | 0       |         |
|   | FINANCIAL EVALUATION SCORE | 40%                   | #DIV/0!    | #DIV/0! |         |
| TOTAL POINT                                     |                            |                       |            | #DIV/0! |         |
| Maximum Final Value of Exceeded All Requirement |                            |                       |            | 340     |         |

**Evaluation Team:**

| No. | Name | Date | Signature |
|-----|------|------|-----------|
| 1   |      |      |           |
| 2   |      |      |           |
| 3   |      |      |           |
| 4   |      |      |           |
| 5   |      |      |           |
| 6   |      |      |           |
| 7   |      |      |           |

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