



**DESIGN, BUILD AND FINANCE (DBF) OF SUAI SUPPLY BASE (SSB)
TENDER/039/MPRM-2025**

CLARIFICATION NO.3

29 May 2025

S.N.	Questions/Queries	Answers/ Responses
1.	If the employer has the information, please provide the 50-year return period wave data for the land revetment structure.	<p>As per VOLUME 4: PART II - EMPLOYER'S REQUIREMENTS (DESIGN CRITERIA), Section 7.7 The Contractor shall be responsible for determining the wave climate both outside and inside of the Suai Supply Base using internationally accepted practices and the relevant site data.</p> <p>Please note that Section 5.2 of the same document specifies the minimum ARI required for design. The land revetment structure should be designed to the same ARI standard as the breakwater.</p> <p>VOLUME 4: PART II - EMPLOYER'S REQUIREMENTS (DESIGN CRITERIA), Section 5.2, will be updated to include land revetment structure.</p>
2.	Ground improvement specifications, including allowable bearing capacity and post-construction settlement criteria, are not indicated in the documents. Please confirm whether the Contractor is authorized to establish these parameters.	<p>Proposers are expected to undertake their own due diligence on the data provided and, for the purpose of the proposal, establish reasonable assumptions for allowable bearing capacity and post-construction settlement criteria, as would be expected of any diligent contractor undertaking a facility of this nature. These assumptions must be clearly presented in the proposal and will be subject to validation and confirmation during the Detailed Engineering Design, in coordination with and subject to approval by the Engineer.</p> <p>The supply base shall be designed to comply with international standards applicable to similar facilities to support the proposed and future identified infrastructure. Each asset shall be assessed to determine the allowable settlement criteria necessary for design.</p>
3.	According to the content in the document, the EDTL substation should not fall within the design scope of this project. However, the BQ table also includes the	Yes, although EDTL substation does not fall within the design scope of this project, the relevant equipment of the EDTL substation to provide electrical power to the Suai Supply Base, shall be

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	relevant equipment of the EDTL substation, clearly defining the design scope and supply scope.	provided and assembled by the Contractor as per design scope and supply scope.
4.	Provide emergency and maintenance power supply demands for the wharf.	<p>Power demands need to be assessed by the DBF Contractor based on the equipment placed on the wharves.</p> <p>As per VOLUME 3: PART II - EMPLOYER'S REQUIREMENTS (SCOPE OF WORKS), Section 5.3:</p> <p><i>The Main Jetty shall be designed and shall be equipped with facilities to enable all operations to meet the high standards of a facility servicing the Oil & Gas Industry including for lightings, security, safety of operations, signage and markings, firefighting system, lightning protecting & earthing system, environmental protection, safety of all personnel on the jetty and the vessels, marine operations, vessel berthing and mooring and safe access on to the vessels. The Main Jetty shall incorporate all ancillary works and equipment, as example, emergency safety ladders to the water, deck top markings, signage and necessary for the safe, proper and efficient operations.</i></p> <p>The emergency and maintenance power supply requirements shall include at least the following systems:</p> <ul style="list-style-type: none"> • Lighting • Safety Systems • Fire protection systems • Mechanical and electrical (M&E) equipment, including any pumping and delivery system components • Security Systems • Environmental control system
5.	<p>Matrix MCU</p> <p>Please inform to EPC Contractor for Matrix MCU requirement for Personnel</p>	What do you mean by MCU? Please clarify your query.
6.	<p>Approved Manufacturer/Vendor/Supplier List</p> <p>Please inform to EPC Contractor for Approved Manufacturer/Vendor/Supplier List</p>	At this stage, no pre-approved list of Manufacturers, Vendors, or Suppliers has been established. Proposers may include a proposed list as part of their Proposal, ensuring that all selected entities are reputable, have a proven track record of service, and fully comply with the Employer's Requirements and applicable legislation. Please



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		refer to Section 1 of 'VOLUME 3: PART II - EMPLOYER'S REQUIREMENTS (SCOPE OF WORKS)', for the response requirements related to the Scope of Works.
7.	HAZARD AND OPERABILITY STUDY (HAZOP) EPC Contractor proposed for Hazard and Operability Study (HAZOP) by Employer EPC Contractor proposed for Hazard and Operability Study (HAZOP) by Employer	The intent of the query is unclear. As per the contract requirements, the DBF Contractor is responsible for facilitating and undertaking HAZID and HAZOP workshops as part of their scope.
8.	Usage Compliance Certification for Plant and Supporting Building EPC Contractor proposed for this usage compliance certification by Employer	The DBF Contractor shall propose and submit the Compliance Certification for review and approval by the Employer. All required certifications must be clearly outlined in the Project Quality Plan. The DBF Contractor is responsible for ensuring that all aspects of the design, construction, and operation of the Plant and Supporting Buildings comply with applicable codes, standards, and usage requirements necessary to obtain this certification.
9.	'VOLUME 3: PART II - EMPLOYER'S REQUIREMENTS (SCOPE OF WORKS), Doc. No. Rev 0: 311015-00590-MA-SOW-0002 Section 4.8.2. 'Earthwork fill finish level Please confirm that "The earthworks fill platform finish level at the main entrance to the supply base is approximately +17 m ACD" instead of +7 m ACD?	As outlined in Section 4.4 of the 'VOLUME 3: PART II - EMPLOYER'S REQUIREMENTS (SCOPE OF WORKS)', the DBF Contractor is responsible for the design, engineering, and construction of the earthworks fill platform. It is expected that the Proposer will, at a minimum, carry out a preliminary design of the Works as part of its Proposal. The Proposer shall submit all relevant preliminary design documentation to demonstrate the feasibility and technical basis of its Proposal. This requirement applies to the overall scope of the Works and is particularly critical for key and specialist components. As part of the preliminary design, the Proposer shall propose design elevations for the relevant Works. The finished level of the earthworks fill platform at the main entrance to the supply base is approximately +17 m ACD, subject to confirmation by the DBF Contractor, and the minimum jetty level is +7 m ACD. The DBF Contractor shall assess and determine the required platform levels to ensure proper integration with

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		<p>the access road and jetty, while minimizing fill requirements.</p> <p>This assessment must also account for stormwater drainage, overland flow management, ground improvement works, and expected settlement. All onshore works shall be designed to accommodate a 500-year ARI flood and storm event.</p>
10.	<p>"VOLUME 4: PART II - EMPLOYER'S REQUIREMENTS (DESIGN CRITERIA) Doc. No. 'Rev 0: 311015-00590-MA-REP-0003.</p> <p>'Corrosion Protection of Piles</p> <p>Refer to Doc. No. Rev 0: 311015-00590-MA-REP-0003 Section 10.2.5, The minimum pile coating extent shall be from the top of the pile down to 3 m below the seabed. While, refer to Doc No. 'Rev 0: 311015-00590-MA-REP-0004 Section 12.1.8, The coating must cover the outer surface of the piles from 3 meters below LAT to the pile cut-off level.</p> <p>Please clarify which information to be followed.</p>	<p>Corrosion Protection Requirements for Piles:</p> <p>Protective coating must be applied to the outer surface of the piles from the pile cut-off level to a minimum of 3 m below the Lowest Astronomical Tide (LAT). Document MA-REP-0003 shall be updated to reflect this requirement.</p> <p>The DBF Contractor is responsible for accounting for uncertainties in the final driven pile levels when ordering piles and must ensure that sufficient coating coverage is provided accordingly.</p> <p>In addition to the protective coating, tubular steel piles shall be equipped with a cathodic protection system, designed and installed to last for the full design life of the marine structures. Sacrificial anodes shall be installed on the piles in accordance with the project specifications.</p>
11.	<p>"VOLUME 5: PART II - EMPLOYER'S REQUIREMENTS (SPECIFICATIONS) Doc. No. 'Rev 0: 311015-00590-MA-REP-0004, Section 14.1"</p> <p>'Cathodic Protection</p> <p>The Spec said, "The Contractor shall be responsible for the design and construction of a cathodic protection system design, for all marine structures and storage tanks and pipelines."</p> <p>Please confirm that storage tank needs Cathodic Protection!</p> <p>Please provide storage tank spec.</p> <p>Please provide pipelines design spec and route.</p>	<p>As per VOLUME 5: PART II - EMPLOYER'S REQUIREMENTS (SPECIFICATIONS), Section 1.3:</p> <p>Tanks and Pipelines are to be design to be Compliant with the international and Oil and Gas Industry codes and standards including with the requirements of applicable ASME/ASTM, API, and MSS standards.; and Compliant with the requirements and standards of the Oil and Gas companies who will be the main clients and users of the facilities in respect of the safe operations, health, safety, security, and environment.</p> <p>As the end users of the facility may originate from Australia, Australian Standards (AS) shall also be applicable to the design. These standards must be considered alongside international codes to ensure user expectations and regulatory requirements compliance.</p> <p>Cathodic protection for storage tanks shall be designed and specified in accordance with API 651, with particular emphasis on preventing</p>



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		<p>corrosion of tank floors. The DBF Contractor's Designer shall prepare a detailed Cathodic Protection Specification as part of the tank and pipeline design documentation.</p> <p>The Australian Standards shall take precedence in any conflict between the standards, followed by the API. The DBF Contractor is responsible for preparing comprehensive specifications for the design and construction of tanks and pipelines. As part of the scope, the DBF Contractor shall deliver a fit-for-purpose, standalone, and self-supporting supply base facility, fully equipped and operational for commercial use upon completion of the Works or relevant sections.</p>
12.	<p>"VOLUME 4: PART II - EMPLOYER'S REQUIREMENTS (DESIGN CRITERIA) Doc. No. 'Rev 0: 311015-00590-MA-REP-0003"</p> <p>'Design life</p> <p>All of structures are requested to be 50 yrs design life. For maritime structure, please specify expected duration of each corrosion protection system i.e.</p> <ul style="list-style-type: none"> - Coating system = ... years - Cathodic protection = Years - Material corrosion allowance =Years. <p>Also, please provide corrosion rate data in the project location.</p>	<p>As per Section 5 of VOLUME 4: PART II - EMPLOYER'S REQUIREMENTS (DESIGN CRITERIA), marine structures shall be designed in accordance with BS 6349 with a minimum design life of 50 years.</p> <p>For maintenance-related aspects such as cathodic protection, coating systems, and other corrosion protection measures, a minimum design life of 25 years is to be adopted.</p> <p>If any part of the Works cannot achieve the required 25-year maintenance life or 50-year overall design life, it shall be clearly highlighted in the Proposal. The alternative design life shall be stated, and a CPAX (Capital and Planned Asset Expenditure) estimate for replacement or maintenance over the 50-year design life is to be provided.</p> <p>Minimum corrosion allowances for marine elements are outlined in Section 10.2.6 of VOLUME 4: PART II - EMPLOYER'S REQUIREMENTS (DESIGN CRITERIA). These values must be adopted unless more conservative (project-specific) corrosion rates justify increased allowances.</p>
13.	<p>Drawing No. 311015-00590-MA-DWG-0102 Rev.0</p> <p>'Elevation Reference</p>	<p>Yes, the 0.00 isoline shown on the drawings corresponds to +0.00 m ACD (LAT). However, the levels indicated in the drawings may not be</p>

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	Please confirm that 0.00 isoline in the drawing is +0.00 ACD (LAT) level.	accurate. All levels are to be confirmed by DBF Contractor against the current hydrographic survey prior to detailed design and construction.
14.	<p>Drawing No. 311015-00590-MA-DWG-0122 Rev 0</p> <p>'Design elevation</p> <p>Please confirm that finish ground level for all onshore facilities including buildings to be +7m ACD.</p>	<p>The finished ground level for all onshore facilities, including buildings, is not fixed at +7.0 m ACD. While the basic design considers +7.0 m ACD as an indicative elevation, this level is subject to adjustment to ensure adequate surface drainage, flood protection, and integration with surrounding infrastructure. Drawing levels provided in the tender documents are indicative only. Final platform and finished ground elevations shall be proposed by the DBF Contractor during the Final Design stage, based on detailed site assessments, geotechnical studies, and sound engineering practices. All elevations shall be subject to review and certification by the Engineer, and approval by the Employer.</p> <p>As outlined in Section 4.4 of the 'VOLUME 3: PART II - EMPLOYER'S REQUIREMENTS (SCOPE OF WORKS)', the DBF Contractor is responsible for the design, engineering, and construction of the earthworks fill platform. For reference, the finished level of the earthworks fill platform at the main entrance to the supply base is approximately +17 m ACD, subject to confirmation by the DBF Contractor. The minimum jetty level is +7 m ACD.</p> <p>The DBF Contractor shall assess and establish the required land platform levels to ensure proper integration with the access road and jetty, while minimizing fill requirements. This assessment must also address stormwater drainage, overland flow management, ground improvement, and settlement. All onshore works shall be designed to withstand a 500-year AR1 flood and storm event. Proposers are expected to make reasonable assumptions based on the above information for the purpose of preparing their Proposals. The Employer will not be held responsible for any failure by the Proposer to identify, assess, or account for these requirements.</p>
15.	Drawing No. 311015-00590-MA-DWG-0126 Rev 0	Ground-level design must consider access to buildings and overall site platform levels.



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	<p>'Buildings elevations</p> <p>Please confirm that 0.00 Ground level in the Drawing is same level as +7m ACD.</p>	<p>Buildings shall be designed, constructed, and equipped in accordance with the Building Code of Australia (BCA) for Commercial Buildings (Volume One – Class 2 to 9), or equivalent international standards. Finished floor levels must account for expected rainfall intensity and flood risk. Floor levels are typically ranging from 100–500 mm above the surrounding ground level. The DBF Contractor is to determine the proposed design level, supported by rationale including site-specific flood data and drainage considerations, for review and approval. However, please take in consideration the reply to item 14 above when considering the elevations for the facility and the buildings.</p>
16.	<p>"VOLUME 3: PART II - EMPLOYER'S REQUIREMENTS (SCOPE OF WORKS), Doc. No. Rev 0: 311015-00590-MA-SOW-0002 Section 3."</p> <p>'Dredged disposal area</p> <p>Please specify minimum distance of offshore disposal area from project site for unsuitable dredged material.</p>	<p>The Employer does not prescribe a minimum distance for the offshore disposal area from the project site. It is the DBF Contractor's responsibility to identify, assess, and propose a suitable offshore disposal location for unsuitable dredged material, subject to full compliance with all applicable environmental, regulatory, and navigational safety requirements.</p> <p>If the dredged material is not deemed suitable for reuse as fill, it shall be disposed of at the DBF Contractor's own approved offshore disposal area. The DBF Contractor shall carry out this disposal in accordance with the requirements of the relevant authorities.</p> <p>The DBF Contractor shall undertake a thorough review of the Environmental Impact Assessment (EIA) Report and ensure that all proposed working methods, including spoil disposal, are fully aligned with its findings. The DBF Contractor shall prepare and submit a comprehensive Environmental Management Plan (EMP) for the proposed dredging and disposal works. This EMP must include details of the proposed disposal site, supporting environmental studies, and all necessary mitigation measures to avoid adverse impacts on the project site, its surrounding environment, and the designated disposal area.</p>

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		<p>The EMP shall be submitted to the relevant authorities for review and approval prior to implementation. The DBF Contractor shall take all necessary measures to ensure full compliance with the approved EMP throughout the execution of the works.</p> <p>Proposers are expected to undertake their own due diligence and make all necessary assumptions regarding the offshore disposal location for the purpose of preparing their Proposal. The Employer shall not be held responsible for any failure by the Proposer to identify, secure, or obtain approval for such requirements. However, the Employer will provide reasonable assistance and support to the DBF Contractor, as required, in coordinating with the relevant authorities.</p>
17.	Does the Employer accept changing the bidding model from DB+F to DB?	No
18.	The Proposer has consulted with several financial institutions. Based on their feedback, the current financing model is highly restrictive. Will the Employer accept to provide a sovereign guarantee with the Government of Timor-Leste as the borrower?	<p>The borrower is the Contractor; the Government may provide type of Sovereign Guarantee to the Proposer/Contractor as specified in Section II - Proposal Data Sheet (PDS), ITP 51.1, the Financial Solution Criteria.</p> <p>Scoring of this criterion will depend of the type of guarantee required by Proposer, as detailed in the same section of ITP 51.1.</p>
19.	If sovereign guarantees are acceptable, but financial institutions cannot provide 100% financing at one time, does the Employer accept phased financing in line with project implementation requirements?	The Proposer must show that they have access to the loan and confirmation from Bank/Financial Institution to provide 100% of the loan to the Contractor in line with project implementation requirements. Please refer to 1.3. - Payment Schedule of Proposer/Contractor financing through borrow/loans.
20.	We kindly request the Employer to consider adjusting the Proposal Security amount to USD 500,000 (five hundred thousand US dollars). We believe this adjustment would maintain adequate protection for the Employer while aligning the tender security requirements with international benchmarks.	<p>The amount and currency of the Proposal Security shall be USD 3,000,000 (three million US Dollar).</p> <p>Any Technical Proposal do not accompanied by such as Proposal Security, shall be rejected by the Employer as non-responsive and shall not be considered for proposal evaluation</p>



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	ensuring broader competitive participation from qualified bidders.	


Hermingardo Albano Soares

Executive Director of National Procurement Commission (NPC)



**DESIGN, BUILD AND FINANCE (DBF) OF SUAI SUPPLY BASE (SSB)
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ADDENDUM NO. 4

Date: 23 May 2025

This Addendum No.4 is issued to amend following items in accordance with ITP 8.1 of the RFP document- (Section I).

Item	Section/Clause/Paragraph No. of RFP document	As is the RFP Documents	As amended in the Addendum No. 4
1.	Volume I Section II Proposal Data Sheet ITP 36.1 7 22.1 (page 40-41)	<p>For Proposal submission address is: National Procurement Commission (NPC)</p> <p>Attention: Hermingardo Albano S.C. Soares Address: National Procurement Commission (NPC) Patrimonio Estado, Balide Floor/ Room number: N/A City: Dili ZIP Code: N/A Country: Timor-Leste</p> <p>E-mail: mj@cna.gov.tl Copy to: as@cna.gov.tl; ns@cna.gov.tl; ab@cna.gov.tl; at@cna.gov.tl; vc@cna.gov.tl and rv@cna.gov.tl</p> <p>The deadline for Proposal submission is: Date: 01/July/2025 Time: 15:00 PM. (Dili, Local Time)</p> <p>Proposers shall not have the option of submitting their Proposals electronically.</p>	<p>For Proposal submission address is: National Procurement Commission (NPC)</p> <p>Attention: Hermingardo Albano S.C. Soares Address: National Procurement Commission (NPC) Patrimonio Estado, Balide Floor/ Room number: N/A City: Dili ZIP Code: N/A Country: Timor-Leste</p> <p>E-mail: mj@cna.gov.tl Copy to: as@cna.gov.tl; ns@cna.gov.tl; ab@cna.gov.tl; at@cna.gov.tl; vc@cna.gov.tl and rv@cna.gov.tl</p> <p>The deadline for Proposal submission is: Date: 21/July/2025 Time: 15:00 PM. (Dili, Local Time)</p> <p>Proposers shall not have the option of submitting their Proposals electronically.</p>
2.	Section IV Proposal Forms Performance Qualification Forms Letter of Qualification Proposal (page 106)	<p>"We understand that we may..."</p>	<p>Delete this sentence from Performance Qualification Forms Letter of Qualification Proposal</p>

Item	Section/Clause/Page No. of RFP document	As is the RFP Documents			As amended in the Addendum No. 4										
3.	Supplementary Documents				Additional supplementary documents are issued through link below: https://drive.google.com/drive/folders/1oV2bDNHZu7rLtp4JoHEWF1JM3KR5ITbR?usp=sharing										
4.	Vol. 3_1.6 table 1-1 (page 12-13)	<table><tr><th>Item</th><th>Description of Works</th><th>Name of Local Company</th></tr><tr><td>165</td><td>Fuel Supply to Contractor for the construction of the Works</td><td>TIMOR GAP, E.P.</td></tr></table> <p>In respect of the employment of TIMOR GAP, E.P. as subcontractor for the Fuel Supply to Contractor for the construction of the Works.</p>	Item	Description of Works	Name of Local Company	165	Fuel Supply to Contractor for the construction of the Works	TIMOR GAP, E.P.	<table><tr><th>Item</th><th>Description of Works</th><th>Name of Local Company</th></tr><tr><td>165</td><td>For at least 50% of Fuel Supply to Contractor for the construction of the Works</td><td>TIMOR GAP, E.P.</td></tr></table> <p>In respect of the employment of TIMOR GAP, E.P. as subcontractor for at least 50% of Fuel Supply to Contractor for the construction of the Works.</p>	Item	Description of Works	Name of Local Company	165	For at least 50% of Fuel Supply to Contractor for the construction of the Works	TIMOR GAP, E.P.
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165	For at least 50% of Fuel Supply to Contractor for the construction of the Works	TIMOR GAP, E.P.													
5.	Section IX – Particular Conditions (PC) PART A – CONTRACT DATA PCC 4.5	<table><tr><th>Conditions</th><th>Sub-Clause</th><th>Data</th></tr><tr><td>Nominated Sub-Contractor</td><td>4.5</td><td>TIMOR GAP, E.P. for fuel supply as per Employer Requirements</td></tr></table>	Conditions	Sub-Clause	Data	Nominated Sub-Contractor	4.5	TIMOR GAP, E.P. for fuel supply as per Employer Requirements	<table><tr><th>Conditions</th><th>Sub-Clause</th><th>Data</th></tr><tr><td>Nominated Sub-Contractor</td><td>4.5</td><td>TIMOR GAP, E.P. for at least 50% of fuel supply as per Employer Requirements</td></tr></table>	Conditions	Sub-Clause	Data	Nominated Sub-Contractor	4.5	TIMOR GAP, E.P. for at least 50% of fuel supply as per Employer Requirements
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CLARIFICATION NO.2
23 May 2025

S.N.	Questions/Queries	Answers/ Responses
1.	Given the large scale and technical complexity of this project, which involves design and preparatory work across multiple specialized fields, we require more time to ensure the accuracy and completeness of the bid documents. Although we have been fully committed to advancing the bidding process, we still hope to secure additional time to optimize the proposal and complete the documentation. Therefore, we kindly request your approval to extend the bid submission deadline by [4] weeks, allowing us to submit a high-quality bid file	Please refer to ITP 36.1&22.1 Section II of Proposal Data Sheet The submission deadline is extended to 21 July 2025. Time remains the same. Please Refer to Addendum No.4
2.	Please confirm the requirements for completing this paragraph "We understand that we may..."	"We understand that we may" was mis typed (typo error) and shall be deleted. Please refer to Addendum No.4
3.	Please provide the Litigation History Form	Please use Form CON-2.
4.	The topographic elevation data is in image/CAD block format and is unprocessable. Please provide editable terrain data in GIS-compatible digital formats	Please see attached to this Clarification the folders 3. Topographical, KMZ file and 4. Topographical Charts (applied LAT Datum). The folders above will become part of Volume 8, Annexure 2 Part A - Topographical & Lidar Survey.
5.	If the employer has the information, please provide the source of the backfill material (dredging material, sand, stone, etc).	Proposers are expected to undertake their own due diligence and make its own assumptions for the purpose of the proposal. The Employer does not guarantee the completeness or accuracy of any assumptions made by Proposers in this regard and will not be responsible for any interpretations or conclusions drawn.
6.	Please clarify whether the Lender is the Contractor.	Yes.

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7.	Please clarify whether the Repayment Party is the Ministry of Petroleum and Mineral Resources or TIMOR GAP.	Ministry of Petroleum and Mineral Resources.
8.	Joint venture of two companies, should we prepare two Proposal Security according to our respective proportions, or should we prepare only one Proposal Security in the name of the leading party.	According to ITP 32.8. The Proposal Security or the Proposal-Securing Declaration of a JV shall be in the name of the JV that submits the Proposal. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of Proposals, the Proposal Security or the Proposal-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITP 4.1.
9.	Extension Time of Submission In regards with contractor engineering process, obtaining competitive price from vendor/supplier, management review, contractor request extension of time the submission date to be 31 October 2025 instead of 1 July 2025. Please confirm.	Refer to Addendum No.4
10.	Working and Leave Schedule Please inform to EPC Contractor requirement of: 1. Working Schedule 2. Working Hours 3. Leave Schedule	This is a greenfield project. Proposers are expected to carry out their own due diligence with respect to applicable requirements under Timor-Leste legislation, including but not limited to national labour laws and regulations. This includes understanding and complying with requirements related to working schedules, working hours, and leave entitlements. The Employer does not prescribe a specific working or leave schedule for the purposes of bidding. Proposers are responsible for determining appropriate working arrangements based on applicable laws and their own project implementation strategy. The Employer does not guarantee the completeness or accuracy of any assumptions made by Proposers in this regard and will not be responsible for any interpretations or conclusions drawn.
11.	Temporary Jetty Do the Employer provide a temporary jetty at near of project? the EPC Contractor can utilize for logistic of	No, the Employer will not provide a temporary jetty; however, the DBF Contractor may construct and operate its own temporary jetty, provided it complies with the applicable permits and legislation of Timor-Leste.



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	equipment and material? Please give us the location / coordinate of temporary jetty	
12.	<p>'Local Labour Composition or Ratio</p> <p>Please inform to us for Regulation of Local Labour Composition or Ratio</p>	<p>Proposers are expected to undertake their own due diligence regarding applicable local labour requirements, including any obligations or expectations related to the composition or ratio of local to foreign labour. It is the responsibility of each Proposer to ensure full compliance with all relevant national labour laws and regulations of Timor-Leste.</p> <p>The Employer does not prescribe a specific labour composition ratio for the purposes of bidding. Proposers should consult the tender documents, mainly but not limited to, Section III – Evaluation and Qualification Criteria – Local Participation, Local Development and Community Relations Plans, applicable legal and regulatory framework and incorporate appropriate assumptions in line with their proposed implementation approach.</p>
13.	<p>Section II - Proposal Data Sheet (PDS)</p> <p>ITP 32 to 33.1</p> <p>'Proposal Security</p> <p>Bidder wishes Employer check and confirm on the following understanding regarding the Proposal Security requirements as follow:</p> <ul style="list-style-type: none"> - Proposal Security is same with Bid Bond, with required guarantee amount shall be USD 3,000,000 - That the Proposal Security must remain valid for the entire proposal validity period, which is 90 days plus an additional 28 days, in accordance with PDS ITP Clauses 32.4 and 33.1; - That the Proposal Security is intended to cover the entirety of a single Bidder's proposal, encompassing both Technical and Financial Proposals as required under the tender. 	Yes.
14.	Section VIII - General Conditions (GC)	Financing component will be governed by special conditions or amendments after contract

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	<p>"The Conditions of Contract [comprise] the "General Conditions" which form part of the Conditions of Contract for Plant and Design-Build (Second Edition, 2017, Reprinted 2022 with amendments), published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC), and the following "Particular Conditions" which include variations and additions to such General Conditions."</p> <p>'General Conditions</p> <p>Bidder wishes to clarify regarding the applicable contract structure for this Tender. While the RFP document served the General Conditions refer to the FIDIC Conditions of Contract for Plant and Design-Build (Second Edition 2017, Reprinted 2022 with amendments), while Bidder note that the scope of work as outlined includes a Design, Build, and Finance (DBF) arrangement.</p> <p>As the FIDIC specified above generally does not cover provisions related to project financing, Bidder kindly request confirmation whether the financing component will be governed under a separate agreement or if there are any special conditions or amendments provided to incorporate financing obligations within the current FIDIC framework.</p>	<p>negotiations and will incorporate financing obligations within the current FIDIC framework.</p>
15.	<p>Section IX - Particular Conditions (PC) Part A - Contract Data</p> <p>"10% of the Accepted Contract Amount in the US Dollars (Local Currencies), subject to the financial arrangement."</p> <p>'Advanced Payment</p> <p>Bidder wishes to clarify what is meant by "subject to financial arrangement"?</p>	<p>Financial arrangement meant the financial solution offered by successful Proposers</p>
16.	<p>Section IX - Particular Conditions (PC) Part A - Contract Data</p> <p>*Progress Payment Method</p> <p>For the progress payment method, please confirm whether the progress payments will be based on</p>	<p>Payment by Employer will be based on deferred payment as specified in the Payment Schedule Financial Model. This depends on financial solution provide by successful Proposers.</p>



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	monthly progress or specific milestones. If milestone-based, please share the milestone breakdown and corresponding percentages, or confirm if the terms fully follow the FIDIC Yellow Book General Conditions.	
17.	<p>Section IX - Particular Conditions (PC) Part A - Contract Data</p> <p>"5% or 10% of abnormally low price of the Accepted Contract Amount"</p> <p>'Retention</p> <p>Bidder wishes to clarify what is meant by 'abnormally low', how to defined or assessed in this context, and under what criteria this additional security would be imposed? not only for retention but also for Performance Bond</p>	<p>An Abnormally Low Proposal is one where the Proposal price, in combination with other elements of the Proposal, appears so low that it raises material concerns as to the capability of the Proposer to perform the Contract for the offered Proposal Price.</p> <p>The specific procedures and requirements will be applied for the abnormally low price under Article 61 of Decree Law No.22/2022 - Procurement Legal Regime, Public Contracts and their Infringements of 11 May.</p>
18.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>1. General</p> <p>1.1. Overview</p> <p>The Contract is for the complete design, engineering, procurement, construction, and satisfactory completion of the Suai Supply Base (SSB) Project'</p> <p>'Basic Design or Project Design Manual</p> <p>Please provide data/information to EPC Contractor for Basic Design or Project Design Manual from Employer</p>	<p>There is an entire Volume related to Design in the Tender Documents, VOLUME 4: PART II - EMPLOYER'S REQUIREMENTS (DESIGN CRITERIA). Please refer to it.</p>
19.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>1. General</p> <p>1.1. Overview</p> <p>b) Any required surveys, site investigations and modelling to obtain and determine the design data parameters, and necessary for the completion of the works</p> <p>'Surveys, site investigation and modelling</p>	<p><i>The Annexures of the Bidding Documents have been provided as preliminary information only to assist the Proposer in the preparation of their Bids and have been presented in their original form as submitted by their authors or originators. The Annexures may contain information that may not have been carried out specifically for the project and may have been a part of a larger scope of works or may be general in nature or may be outdated or may have been superseded or no longer directly relevant to the requirements of the</i></p>

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	<p>Refer to data/information mention in ANNEXURE 1 Part A, Part-B, Part-C and ANNEXURE 2 Part A, Part-B, Part-C, Part-D, Part-E, Part-F</p> <p>Please confirm the EPC contractor need to do Validation that data or this data will be used for the EPC as design based</p>	<p><i>Bid. The Proposer shall therefore be aware of and understand the limitations, relevance, contexts or correctness when using these Annexures. The Proposer may and are expected to conduct their own surveys, investigations, data acquisitions, studies, modelling and analysis as required to obtain, supplement or check the accuracy, reliability and completeness of the information given in these Annexures to their satisfaction for the preparation of their Bids. The Employer does not guarantee the accuracy, completeness, or validity of the information contained in these documents. Consequently, the Employer accepts no responsibility for any errors, omissions or inaccuracies contained within the reference information. The Employer makes no representation or warranty and shall incur no liability under the Contract or any law, rules or regulations as to the accuracy, reliability or completeness of the Annexures. The Proposer shall be fully and solely responsible for any use of the Annexures. Proposer are advised to independently verify the information and use it at their own risk. Therefore, yes, the DBF Contractor will be required to validate and complete, as necessary, all data needed for the completion of the design and execution of the works.</i></p>
20.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>1. General</p> <p>1.1. Overview</p> <p>g) Complying with the Law and Obtaining all statutory approvals and Permits</p> <p>'Law and Obtaining</p> <p>Please inform to EPC Contractor requirement of Law and Obtaining as Required</p>	<p>Proposers are expected to undertake their own due diligence regarding all applicable laws, regulations, and statutory requirements in Timor-Leste. It is the responsibility of each Proposer to ensure full compliance with all relevant national laws and to obtain, at their own cost and risk, all necessary permits, and approvals required for the execution of the Project.</p> <p>The Employer will not be held responsible for any failure by the Proposer to identify or secure such requirements.</p>
21.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>1. General</p> <p>1.1. Overview</p> <p>g) Complying with the Law and Obtaining all statutory approvals and Permits</p>	<p>These Permits are taken from Indonesia Legislation and not from Timor-Leste Legislation. Proposers are expected to undertake their own due diligence regarding all applicable laws, regulations, and statutory requirements in Timor-Leste. It is the responsibility of each Proposer to</p>



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	<p>'Permits</p> <p>EPC Contractor proposed all permits is excluded such as:</p> <ol style="list-style-type: none"> 1. Izin Tempat Penyimpanan Sementara Limbah B3 / Temporary storage permit for hazardous waste B3 2. Izin Pengolahan Limbah cair Domestik / Domestic Wastewater treatment permit 3. Izin Usaha Pemanfaatan Air Skala Menengah dan Besar / Water Utilization Business Permit for Medium and Large Scale 4. Izin Pengusahaan Air Tanah (IPAT) / Ground Water Utilization Permit 5. Izin Pengambilan dan Pemanfaatan Air Permukaan (SIPPA) / Surface Water Extraction and Utilization Permit 6. Izin Pembuatan Gudang Handak / Explosives Warehouse Construction Permit 7. Persetujuan Bangunan Gedung / Building Permit 8. Other's permit relation for the works 	<p>ensure full compliance with all relevant national laws and to obtain, at their own cost and risk, all necessary permits, and approvals required for the execution of the Project.</p> <p>The Employer will not be held responsible for any failure by the Proposer to identify or secure such requirements.</p>
22.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <ol style="list-style-type: none"> 1. General 1.1. Overview i) Execution of the Local Development Plant and Community Relation Plan <p>'Community, Security, Land Acquisition and Others Social Issue</p> <p>EPC Contractor proposed all community, security, land acquisition includes resolution to prevent land grabbing actions by the community and others social issue excluded from EPC Contractor Scope</p>	<p>All 414 hectares of land identified in the Employer's Requirements for the implementation of the project have been duly compensated and are free of any encumbrances.</p> <p>Following the issuance of the Notice to Proceed, the DBF Contractor will be fully responsible for site security. It is therefore the Contractor's obligation to implement appropriate security measures to prevent land grabbing or any other potential social issues that may arise during project implementation.</p> <p>In this context, responsibilities related to community engagement, site security, and the prevention of land-related or social disturbances are considered to fall within the scope of the DBF Contractor. As such, the proposed exclusion of these responsibilities may not be accepted. However, the Employer will provide reasonable assistance and support to the DBF Contractor in dealing with local communities and relevant authorities, as required.</p>

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23.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>1. General</p> <p>1.1. Overview</p> <p>j) Delivery and Supply of all plant, materials and labour for completing of works</p> <p>'Delivery for Plant, Material and Labour</p> <p>Please inform to the EPC contractor, nearest Port for mobilization plant, material and labour</p> <p>and is there a logistic company that has been appointed as the operator at the port?</p> <p>Or EPC contractor free to select the logistic company at that port</p>	<p>Tibar Bay Port, located in Tibar, Liquiça Municipality, is Timor-Leste's international cargo port. It is operated by Timor Port under a long-term concession agreement. The port handles cargo operations exclusively, while the Port of Dili continues to serve passenger and ferry traffic.</p> <p>Proposers are expected to carry out their own due diligence concerning passenger services, logistics company operating at the port, applicable port tariffs, customs duties, and all regulatory requirements related to importation and logistics.</p> <p>With respect to the mobilization of labour, Proposers are similarly advised to undertake their own due diligence.</p> <p>The Employer will not be held responsible for any failure by the Proposer to identify or secure such requirements.</p>
24.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>1. General</p> <p>1.1. Overview</p> <p>l) Preparation and submission of all completion documentation</p> <p>'Deliverable List Document for Submission</p> <p>Please inform to EPC contractor Deliverable List to be submitted for Technical and Commercial</p>	<p>Preparation and submission of all completion documentation refers to all documents that a diligent and experienced DBF Contractor would be expected to prepare for all stages of a project of this nature and complexity. Proposers are expected to make their own assumptions regarding the scope and content of such documentation.</p> <p>The Employer will not be held responsible for any failure by the Proposer to identify or secure such requirements.</p>
25.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>1. General</p> <p>1.1. Overview</p> <p>m) Providing training and provision of operations and emergency spares</p> <p>'Training</p> <p>Please inform to EPC contractor:</p> <ul style="list-style-type: none"> - Definition of training, in class training or out class training - Duration training to be completed for provision of operators and emergency spares - Matrix training required 	<p>There is an entire Section related to Training in the Tender Documents. Please see VOLUME 3: PART II - EMPLOYER'S REQUIREMENTS (SCOPE OF WORKS) – Item 30.1 Training.</p>



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26.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>1. General</p> <p>1.1. Overview</p> <p>o) Defects Liability Warranty</p> <p>'Warranty</p> <p>Please inform to EPC Contractor:</p> <ul style="list-style-type: none"> - Structure and Implementation of Defects Liability Warranty - Warranty can be implemented only basis on call or stand by manpower at project site - Duration time requirement for warranty periode 	<p>Please see Volume I - Section IX – Particular Conditions (PC) - PART A – CONTRACT DATA: 1.1.27 - Defects Notification Period = 365 days; and 1.1.27 of "General Conditions" which form part of the Conditions of Contract for Plant and Design-Build (Second Edition, 2017, Reprinted 2022 with amendments), published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC).</p>
27.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>1. General</p> <p>1.1. Overview</p> <p>p) Providing, maintaining and operating temporary construction facilities, including fabrication shops, lay-down areas, and storage area, as necessary to execute the works</p> <p>g) Design and construction of any temporary works necessary for completion of the works</p> <p>'Temporary Construction Facilities and Labour Camp</p> <p>EPC Contractor propped:</p> <ol style="list-style-type: none"> 1. Land for Temporary Construction Facilities and Labour Camp scope by Employer 2. Location Temporary Construction Facilities and Labour Camp at inside project for minimize security issued 3. if the Land from Employer, please inform the square meter area from land availability 	<p>Temporary construction facilities and labour camps may be established within the 414 ha area already available and compensated for the project, subject to prior agreement on conditions, location and area with the Employer.</p> <p>However, please note that the DBF Contractor will be responsible for clearing and restoring the area to its original condition upon completion of the works.</p> <p>The Employer does not provide a fixed allocation of land for these temporary facilities; it is the Contractor's responsibility to propose suitable area and location within the 414 ha, for the Employer's review and approval.</p>
28.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>1. General</p> <p>1.1. Overview</p> <p>r) Compliance with environmental requirements specified in the environmental permit held by Employer</p>	<p>Environmental License is included in Volume 11, Annexure 5 (Vol 1 of 3) EIA Report Part A.</p>

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	<p>'Environmental requirements</p> <p>Please inform to EPC contractor Specified Environmental Permit as required</p>	
29.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>'2.16. Fuel Tank Farm</p> <p>'Fuel Tank Calibration</p> <p>Please inform for Tank Calibration and Certification scope by EPC Contractor or Employer and ready to use for commercial operations by the Employer</p>	Tank Calibration and Certification scope by DBF Contractor.
30.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>'2.20. Reverse Osmosis (RO) Plant System with Water Storage Tank</p> <p>The source of raw water for the RO Plant shall be directly from the sea</p> <p>'Water resource for Water Storage Tank</p> <p>Please inform distance from water resource from sea to Raw Water Tank/RO system Plant / Water Treatment Plant</p> <p>Please inform water data analysis if available from resource of water</p>	<p>The proposed location of the RO Plant is clearly indicated in the project layout. However, the Proposer is free to adjust this location based on its design approach and technical experience. The final location will remain subject to the Employer's approval during the Final Design stage.</p> <p>Proposers are expected to make their own assumptions regarding the distance and routing from the seawater intake to the Raw Water Tank/RO Plant, as part of their design responsibility.</p> <p>Available water test analysis data from the seawater source is included in the tender document DEPLOYMENT REPORT – METOCEAN SURVEY - HTSB/OPP/1/FRP-MET01/REV02 - for reference purposes only, which is attached to this clarification and that will become part of Volume 8, Annexure 2 Part E - Metocean Survey.</p>
31.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>'2.21. Fire Fighting and Protection System</p> <p>'Certification for Fire Fighting and Protection System</p> <p>EPC Contractor proposed for usage compliance certificate Fire Fighting and Protection System is scope Employer</p>	<p>The Fire Fighting System shall comply with all applicable requirements of the Local Authorities, the Oil & Gas industry, and the NFPA. It is the responsibility of the DBF Contractor to liaise with all relevant authorities for expeditious approvals and attend all meetings and carry out any relevant tests and inspections required by authorities in obtaining all permits, approvals and certificates required.</p> <p>However, the Employer will provide reasonable assistance and support to the DBF Contractor, as required, in coordinating with relevant authorities.</p>



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32.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>'2.26. Waste Management Facilities</p> <p>'Waste Management</p> <p>EPC Contractor proposed for Waste Hazardous during construction (Onshore and Offshore facilities) handling by Employer, EPC contractor only handling to Temporary Hazardous Waste area inside the Project</p>	<p>No, all hazardous waste generated during construction (for both onshore and offshore facilities) shall be managed by the DBF Contractor. The Employer will not be responsible for the handling of hazardous waste. The DBF Contractor shall be fully responsible for the handling, storage, and disposal of hazardous waste, including its transportation to the appropriate disposal facilities.</p>
33.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>'2.30 Main Substation</p> <p>'Existing Transmission Line</p> <p>Kindly provide the information regarding the transmission line that will enter Suai Shore Base:</p> <ol style="list-style-type: none"> 1. Where does it originate from? 2. What is its capacity? and 3. When is it expected to connect to the SSB? 	<p>At this stage, there are no details yet about the transmission line; however, the Government of Timor-Leste is committed to bringing the required power lines to the entrance of the SSB Compensated Area, near the national road.</p> <p>TO BE CONFIRMED</p>
34.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>'3. Dredging Works</p> <p>'Dredging Works</p> <p>Please inform to EPC Contractor:</p> <ol style="list-style-type: none"> 1. Update Bathymetry Survey Report 2. Marine Study Report 	<p>Please see Volume 8, Annexure 2 Part C - Marine Offshore Geophysical Survey.</p>
35.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>'3. Dredging Works</p> <p>'Dredging Works</p> <p>EPC Contractor Proposed for Marine Permit and Marine Insurance for Offshore Facility Works is scope of Employer</p>	<p>No. It is DBF Contractor responsibility.</p>
36.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p>	<p>It is DBF Contractor responsibility.</p>

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	<p>'Temporary Power</p> <p>Who is responsible for providing temporary power during the construction phase?</p> <p>Is it Company or EPC Contractor responsibility?</p> <p>Please confirm</p>	
37.	<p>'VOLUME 5: PART II - EMPLOYER'S REQUIREMENTS (SPECIFICATIONS) Doc. No. 'Rev 0: 311015-00590-MA-REP-0004</p> <p>'Clearing & Disposal</p> <p>Please specify the location of onshore disposal area.</p>	<p>Any disposal area, either onshore or offshore is DBF responsibility, subject to full compliance with the requirements of the relevant authorities. Proposers are expected to undertake their own due diligence and make all necessary assumptions regarding the disposal location for the purpose of preparing their Proposal.</p> <p>The Employer shall not be held responsible for any failure by the Proposer to identify, secure, or obtain approval for such requirements.</p>
38.	<p>'VOLUME 5: PART II - EMPLOYER'S REQUIREMENTS (SPECIFICATIONS), Section 6.2.7</p> <p>'Grading layout</p> <p>"All excavation and filling shall be made to the lines, grades and elevations shown on the design drawings". Please provide grading layout design?</p>	<p>It is expected that the Proposer will, at a minimum, carry out a preliminary design of the Works as part of its Proposal. The Proposer shall submit all such preliminary design documentation to demonstrate the basis and feasibility of its Proposal. This requirement applies to the overall scope of the Works and is particularly important for key and specialist components.</p> <p>The grading layout design shall be prepared by the Proposer and included in the preliminary design submitted with the Proposal. Alternatively, it may be developed by the DBF Contractor during the Final Design stage, subject in all cases to certification by the Engineer and approval by the Employer, which will occur only during the Final Design stage.</p>
39.	<p>Volume 1: RFP for Design-Build-Finance of Suai Supply Base Project</p> <p>PARTICULAR CONDITIONS OF CONTRACT- Time for Completion (P191)</p> <p>Please clarify whether there are any key milestone requirements for the 913 days construction period</p>	<p>There are no specific key milestone requirements prescribed for the 913-day construction period. However, Proposers are required to submit their own detailed Work Program as part of their Proposal, in accordance with Section IV – Proposal Forms of Volume 1: Request for Proposals (RFP) for the Design-Build-Finance of the Suai Supply Base Project.</p>
40.	<p>Volume 2, Part I - Volume 2, Part I - Bill of Quantities</p> <p>3.7-3.9</p>	<p>It is expected that the Proposer will, at a minimum, carry out a preliminary design of the Works as part of its Proposal. The Proposer shall submit all such preliminary design documentation to demonstrate</p>



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	Regarding the wharf section, the BOQ does not include quantities. Please proceed with detailed work and provide the quantities and drawings.	the basis and feasibility of its Proposal. This requirement applies to the overall scope of the Works and is particularly important for key and specialist components including wharfs. The format of this Bill of Principal Quantities (BoPQ) is intended as illustration only and shall not be a limitation to the Proposers' submission. The Proposers are expected to submit their specific and more detailed BoPQ in the form and format consistent with their proposed design and scope of the works, including the estimated quantities, unit rates and price of the work items.
41.	VOLUME 3: PART II - EMPLOYER'S REQUIREMENTS (SCOPE OF WORKS) 15. Temporary Works (P87) Regarding the land required for the Site offices, Construction offices, Temporary jetties, Workshops laydown area and other necessary areas for the construction project. Please clarify whether the employer have any planned land use. Who is responsible for the removal of trees and the demolition of existing structures such as houses and power lines in the planned area.	Site offices, temporary construction facilities, workshops and labour camps may be established within the 414ha area already available and compensated for the project, subject to prior agreement on conditions, location and area with the Employer. However, please note that the DBF Contractor will be responsible for clearing and restoring the area to its original condition upon completion of the works. The Employer does not provide a fixed allocation of land for these temporary facilities; it is the Contractor's responsibility to propose suitable area and location within the 414 ha, for the Employer's review and approval. DBF Contractor is responsible for the removal of trees and the demolition of existing structures such as houses and power lines in the planned area. The DBF Contractor may also construct and operate its own temporary jetty, provided that location is approved by Employer or any other relevant authority with jurisdiction over the location, it complies with the applicable permits and legislation of Timor-Leste. The DBF Contractor will be responsible for clearing and restoring the temporary jetty area to its original condition upon completion of the works.
42.	VOLUME 5: PART II - EMPLOYER'S REQUIREMENTS (SPECIFICATIONS)	Proposers are expected to undertake their own due diligence and make all necessary assumptions regarding the offshore disposal location for the

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	<p>2. Breakwater Works 2.1.3 Permits/Compliances</p> <p>Please clarify what Permits in environmental protection, explode are required for the quarry execution, and whether the employer can assist in obtaining them.</p>	<p>purpose of preparing their Proposal. The Employer shall not be held responsible for any failure by the Proposer to identify, secure, or obtain approval for such requirements.</p> <p>However, the Employer will provide reasonable assistance and support to the DBF Contractor, as required, in coordinating with relevant authorities.</p>
43.	<p>VOLUME 5: PART II - EMPLOYER'S REQUIREMENTS (SPECIFICATIONS)</p> <p>4. Dredging and Marine Filling Works 4.1 Proposed Disposal Site for Dredged Materials (Spoil)</p> <p>Please specify the Disposal Site for Dredged Materials.</p>	<p>Disposal of unsuitable dredged material shall be carried out at the DBF Contractor's own approved offshore disposal area, subject to full compliance with the requirements of the relevant authorities. If the material is not deemed suitable for use as fill, it shall be disposed of accordingly.</p> <p>The Employer does not prescribe a minimum distance for the offshore disposal area from the project site. It is DBF Contractor's responsibility to identify, assess, and propose a suitable disposal location, taking into consideration environmental impacts, navigational safety, and all applicable regulatory requirements. The DBF Contractor shall prepare and submit a comprehensive Environmental Management Plan (EMP), including the proposed disposal site and all supporting environmental studies, for review and approval by the relevant authorities prior to implementation.</p> <p>Proposers are expected to undertake their own due diligence and make all necessary assumptions regarding the offshore disposal location for the purpose of preparing their Proposal. The Employer shall not be held responsible for any failure by the Proposer to identify, secure, or obtain approval for such requirements.</p> <p>However, the Employer will provide reasonable assistance and support to the DBF Contractor, as required, in coordinating with relevant authorities.</p>
44.	<p>VOLUME 5: PART II - EMPLOYER'S REQUIREMENTS (SPECIFICATIONS)</p> <p>4. Dredging and Marine Filling Works 4.1 Proposed Disposal Site for Dredged Materials (Spoil)</p> <p>Please specify the distance from the dredging and Disposal Site for Dredged Materials.</p>	<p>Please refer to the response to item 5 above.</p>



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45.	<p>VOLUME 5: PART II - EMPLOYER'S REQUIREMENTS (SPECIFICATIONS)</p> <p>4. Dredging and Marine Filling Works 4.8 Permits</p> <p>Please clarify what license and environmental issues are required for the Dredging, and whether the employer can assist in obtaining them.</p>	<p>It is the responsibility of the DBF Contractor to liaise with all relevant authorities for expeditious approvals and attend all meetings and carry out any relevant tests and inspections required by authorities in obtaining all permits, approvals and certificates required.</p> <p>Proposers are expected to undertake their own due diligence regarding all applicable laws, regulations, and statutory requirements in Timor-Leste.</p> <p>However, the Employer will provide reasonable assistance and support to the DBF Contractor, as required, in coordinating with relevant authorities.</p>
46.	<p>Volume 1, PARTICULAR CONDITIONS OF CONTRACT-PART A – CONTRACT DATA - P192</p> <p>Percentage of Retention</p> <p>Please clarify whether the retention money is 5% or 10% of the contract amount. Is it acceptable for the retention money to be 5% of the contract amount?</p>	<p>As per Volume 1, PARTICULAR CONDITIONS OF CONTRACT-PART A – CONTRACT DATA - P191, the Percentage of Retention is 5 (five) % of the Accepted Contract Amount.</p> <p>The Percentage of Retention will only be 10 (ten) % in case of the abnormally low price of the Accepted Contract Amount</p>
47.	<p>Volume 1, PARTICULAR CONDITIONS OF CONTRACT-PART A – CONTRACT DATA - P192</p> <p>Percentage of Retention</p> <p>Please clarify the meaning of "abnormally low price". Does it refer to the contract amount of the lowest bidder?</p>	<p>The term "abnormally low price", as referred to in Article 61 of Decree Law No. 22/2022 – Procurement Legal Regime, Public Contracts and their Infringements, does not refer simply to the lowest proposal submitted. Rather, it concerns a price which appears unrealistically low in relation to the scope, scale, or technical complexity of the contract and may cast doubt on the Proposer's ability to perform the contract in accordance with the required standards.</p>
48.	<p>Volume 1, PARTICULAR CONDITIONS OF CONTRACT-PART A – CONTRACT DATA - P192</p> <p>Damages for Non-compliance</p> <p>Please clarify 15 (fifteen) % of the amount of the shortfall in the Local Participation content.</p>	<p>"Damages for Non-compliance if 15% of the amount of the shortfall in the Local Participation content" establishes a specific financial penalty that a party will incur if they fail to meet a contractual requirement for local participation or local content.</p> <p>In essence, this means:</p> <p>1. Local Participation Content Requirement: The contract or agreement includes a defined obligation to utilize a certain level or</p>

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		<p>percentage of local goods, services, labor, or businesses in the execution of the project or scope of work. This is the "required Local Participation content."</p> <p>2. Shortfall: If the party subject to this requirement does not achieve the specified level of local participation, a "shortfall" occurs. This shortfall is the difference between the required local content and the actual local content achieved. The "amount of the shortfall" would typically be a monetary value representing the economic contribution that was required locally but was not met.</p> <p>3. Damages Calculation: The clause dictates that the damages payable for this non-compliance will be calculated as 15% of the monetary value of that shortfall</p>
49.	<p>Volume 1, PARTICULAR CONDITIONS OF CONTRACT-PART A – CONTRACT DATA - P192</p> <p>Performance Security</p> <p>Please clarify whether the performance Security is 5% or 10% of the contract amount. Is it acceptable for the performance Security to be 5% of the contract amount?</p>	<p>As per Volume 1, PARTICULAR CONDITIONS OF CONTRACT-PART A – CONTRACT DATA - P192, the Performance Security will be in the form of a First Demand Bank Guarantee in the amount of 5 (five) % of the Accepted Contract Amount.</p> <p>The Performance Security will only be 10 (ten) % in case of the abnormally low price of the Accepted Contract Amount.</p>
50.	<p>Please clarify the method and time of the advance payment.</p>	<p>Please refer to Section IX Particular Condition of Contract Sub-Clause 14.2 and 14.2.1 (page 192, page 213)</p>
51.	<p>Please clarify the cycle of interim measurement and payment. Is it measured and paid monthly?</p>	<p>Re-Payment (also referred as deferred payment) scheme; delayed payment for 15 years (3 years of construction and 12 years after construction is completed and often in use), operates on a completely different principle than the standard interim payment cycle. In this model, the significant majority, if not all, of the project's construction cost is not paid during the construction phase. Instead, payment obligations are postponed for 15 years. However, the bulk of the payment which is financing by Contractor (or through loan) is deferred/delayed.</p> <p>Here's how it would typically work:</p>



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		<p>1. Initial or Phased Down Payment: Depending on the contract negotiation, there might be a small initial down payment (from 10% of Government/ Employer contribution), or a few phased payments linked to major project milestones during construction.</p> <p>2. Construction Completion: The contractor completes the construction of the project as per the contract.</p> <p>3. Handover and Acceptance: The completed project is handed over to the employer (the entity receiving the completed construction), and formal acceptance takes place.</p> <p>4. Commencement of Deferred Payments (Principal Re-payment): The agreed-upon 15-year deferred payment period begins after the project's completion and acceptance. The Employer/Government might make payments of annual interest payments.</p> <p>5. Payment Structure/Schedule: The total deferred amount (the construction cost plus any agreed-upon interest or financing charges) is structured into a series of payments spread after 15 years period. The structure series of Principal Repayments depends on Proposers Proposal. These payments could be:</p> <ul style="list-style-type: none"> ○ Equal installments: The total amount divided into equal payments made monthly, quarterly, or annually ○ Graduated payments: Payments that start smaller and increase over time. <p>Balloon payments: Smaller regular payments followed by a large lump sum payment at the end of year term.</p>
52.	Please clarify whether material, manpower, and tax price adjustment is allowed for this project, and whether variations are permitted.	<p>As stated in Volume 1, Clause 30, the prices quoted by the Proposer shall be fixed and shall not be subject to adjustment during the performance of the Contract.</p> <p>The Contract is based on the FIDIC Conditions of Contract for Plant and Design-Build, Yellow Book (2nd Edition, 2017, reprinted 2022 with</p>

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		<p>amendments), including the Particular Conditions and Special Provisions. Accordingly, any potential adjustments to the Contract Price—whether due to force majeure, substantial changes in raw material costs, or changes in laws and regulations—shall be considered strictly in accordance with the applicable provisions of the Contract, including those related to variations, claims, and exceptional events.</p> <p>Proposers are advised to familiarize themselves with these provisions when assessing risk and preparing their Proposal.</p>
53.	<p>Please clarify whether it is permitted to add items to the BOQ during the construction of this project.</p>	<p>No. The Contract is a Lump Sum Contract. Proposers are expected to submit a detailed and project-specific Bill of Prices and Quantities (BoPQ) as part of their Proposal. This BoPQ should reflect the Proposer's proposed design and scope of works, and must include estimated quantities, unit rates, and item prices, in a form and format consistent with the requirements of the RFP.</p> <p>As this is a Lump Sum arrangement, the BoPQ submitted at the proposal stage serves primarily for evaluation and internal cost breakdown purposes. Changes or additions to the BoPQ during construction are not permitted unless explicitly instructed or approved by the Employer through a formal variation process under the Contract.</p>
54.	<p>Volume 7, Annexure 1 Part B Onshore and Offshore Geotechnical Survey – Offshore Factual Report</p> <p>CPT Only (20 Points), Paired BH and CPT (19 Points)</p> <p>The drilling data is incomplete, with some drilling information missing. There are a total of 39 drilling holes, the bidding documents only contain 12 sets of drilling data, and the drilling data does not indicate the water depth of the holes. Please provide the complete drilling data.</p>	<p>Complete OFFSHORE DATA REPORT was submitted to Proposers as part of Addendum 2. 15 Paired BH and CPT and 7 CPT's were executed. No more BH or CPT's will be executed by Employer.</p> <p>Full Report including Laboratory tests is expected to be submitted to Proposers at the end of May 2025.</p>
55.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p>	<p>The construction methodology, including the handling, temporary storage, and transportation of any dredged material, is the responsibility of the Proposer.</p>



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	<p>Filling at the Site as earthworks platform or at the Employer's approved filling areas if the dredged material is suitable sand fill material</p> <p>Is it necessary to build a temporary sedimentation area to store the suitable sand materials, and to carry out secondary transportation when needed?</p>	<p>If the Proposer considers that a temporary sedimentation or stockpiling area is required to manage suitable sand fill materials—either for platform filling or later use at Employer-approved fill areas—such measures should be addressed in the Proposal, as part of the construction methodology and Work Program. All proposed methods will be subject to review and acceptance during the detailed design and implementation stages, in accordance with the Contract requirements and applicable environmental regulations.</p>
56.	<p>Volume 3, Part II - Employer's Requirements Scope of Works</p> <p>Where the dredged material is unsuitable material, the Contractor shall be responsible to provide his own approved offshore disposal areas. The Contractor shall propose and arrange his own disposal site for dredged materials (spoil) and bear all dumping fees and all costs in obtaining the necessary approvals and licenses from the relevant authorities.</p> <p>Is it possible to provide the locations of dumping areas nearby the project site and their opening hours for reference? This will help us determine the dumping route and the materials required for obtaining the permit.</p>	<p>Any disposal area, either onshore or offshore is DBF responsibility, subject to full compliance with the requirements of the relevant authorities. Proposers are expected to undertake their own due diligence and make all necessary assumptions regarding the disposal location for the purpose of preparing their Proposal. The Employer shall not be held responsible for any failure by the Proposer to identify, secure, or obtain approval for such requirements.</p>
57.	<p>Volume I 30. Proposal Prices</p> <p>"The prices quoted by the Proposer shall be fixed during the Proposer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the PDS."</p> <p>Under circumstances where significant cost increases arise due to force majeure factors such as substantial fluctuations in raw material prices or changes in policies and regulations, is it possible to introduce a material price adjustment mechanism?</p>	<p>As stated in Volume I, Clause 30, the prices quoted by the Proposer shall be fixed and shall not be subject to adjustment during the performance of the Contract.</p> <p>The Contract is based on the FIDIC Conditions of Contract for Plant and Design-Build, Yellow Book (2nd Edition, 2017, reprinted 2022 with amendments), including the Particular Conditions and Special Provisions. Accordingly, any potential adjustments to the Contract Price—whether due to force majeure, substantial changes in raw material costs, or changes in laws and regulations—shall be considered strictly in accordance with the</p>

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		<p>applicable provisions of the Contract, including those related to variations, claims, and exceptional events.</p> <p>Proposers are advised to familiarize themselves with these provisions when assessing risk and preparing their Proposal.</p>
58.	<p>Volume I Section III - Evaluation and Qualification Criteria</p> <ul style="list-style-type: none"> • Local Materials: Minimum 30% of materials used in the project to be sourced locally. • Local Products and Consumables: Minimum 30% of food, beverages, vegetables, and other consumables used during project activities to be sourced locally. <p>Does the Owner have corresponding emergency coordination mechanisms or recommendations in place should local material suppliers experience supply disruptions or shortages?</p> <p>Is there a price and quality monitoring mechanism established for locally procured materials?</p> <p>What procedures should the Contractor follow to resolve issues of unreasonable pricing or substandard material quality?</p> <p>The clause fails to specify evaluation criteria for the qualifications and capabilities of local material suppliers. This omission may result in contractors lacking clear guidelines when selecting suppliers, potentially compromising the quality of procured materials and supply stability. Insufficient capabilities among local suppliers could adversely impact project timelines and quality.</p>	<p>The contractor must obtain prior written approval from the Employer, if the Contractor proposes to substitute any locally sourced material or product with a non-local alternative. Such substitution may only be considered in cases of unavailability, impracticality, or failure of local materials to meet the specified quality or performance standards.</p>
59.	<p>Is the EIA(finished in 2012) still valid as attached ? Is the designation of quarry areas in 2012 still valid? How to reconcile the differences caused by outdated data ? Please clarify.</p>	<p>Environmental License was renewed in 2024. Proposers are expected to undertake their own due diligence and make all necessary assumptions regarding the quarries location for the purpose of preparing their Proposal.</p> <p>The Employer shall not be held responsible for any failure by the Proposer to identify, secure, or obtain approval for such requirements.</p>



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60.	<p>Volume3 part II-List of Works for Local Participation Content</p> <p>With a monthly capacity limit of approximately 3,500 KL per month, and</p> <p>As TIMOR GAP, E.P is the nominated fuel supplier of this project, please provide their products lists along with the corresponding prices. Since the monthly supply limit is set at 3,500 KL, what if the Contractor's demand is beyond this volume ?</p>	<p>As stated in Clarification No. 1 dated 8 May 2025, TIMOR GAP, E.P. will not be the exclusive fuel supplier for this project. Therefore, the DBF Contractor is permitted to procure fuel from other suppliers if required.</p> <p>With respect to TIMOR GAP, E.P.'s product offerings and prices. Proposers are responsible for conducting their own due diligence, including with regard to TIMOR GAP, E.P.'s available fuel products and pricing.</p>
61.	<p>Volume 1: RFP for Design-Build-Finance of Suai Supply Base Project</p> <p>PARTICULAR CONDITIONS OF CONTRACT- Time for Completion (P191)</p> <p>Please clarify whether there are any key milestone requirements for the 913 days construction period</p>	<p>There are no specific key milestone requirements prescribed for the 913-day construction period. However, Proposers are required to submit their own detailed Work Program as part of their Proposal, in accordance with Section IV – Proposal Forms of Volume 1: Request for Proposals (RFP) for the Design-Build-Finance of the Suai Supply Base Project.</p>

Attachment to this Clarification:

- Volume 8, Annexure 2 Part A - Topographical & Lidar Survey – Folder 3. Topographical, KMZ file;
- Volume 8, Annexure 2 Part A - Topographical & Lidar Survey – Folder 4. Topographical Charts (applied LAT Datum);
- Volume 8, Annexure 2 Part E - Metocean Survey - Deployment Report – Metocean Survey - HTSB/OPP/I/FRP-MET01/REV02



Hermingardo Albano Soares

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