



**CLARIFICATION NO.4/ ESCLARECIMENTO N° 4**

**Date: 20 February 2026 / Data: 20 de Fevereiro de 2026**

**Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline  
Highway Metocean Survey**

**Gasoduto de Exportação *Greater Sunrise* e Via de Gasoduto *Bayu Undan* – Levantamento  
Metoceanográfico**

**(TENDER-RFP/218/MPRM-2025)**

Dear Bidders,

A set of clarification in the Bidding Documents for the above project is issued in the form of Clarification No.4 as enclosed.

Please acknowledge receipt of this Clarification No.4

Enclosed: *Clarification No.4*

Prezados Candidatos,

Emite-se, pela presente, um conjunto de esclarecimentos às peças de procedimento referentes ao projeto em epígrafe designado como “Esclarecimento n.º 4”, conforme anexo.

Mais solicitamos e agradecemos a vossa confirmação da receção do supracitado Esclarecimento n.º 4.

Anexo: *Esclarecimento n° 4*



**Hermingardo A. Soares**  
Diretor-Executivo da CNA



**CLARIFICATION NO.4**

**Date: 20 February 2026**

**Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline  
Highway Metocean Survey  
(TENDER-RFP/218/MPRM-2025)**

No.	Questions	Responses
1.	Please provide the editable native file (Microsoft Word, Excel, etc) for the Letter of Technical Bid	Please download via the following link: <a href="https://drive.google.com/drive/folders/1pLntmZhSSpqkvt-jNzTu8LJdc7KjLHLz?usp=sharing">https://drive.google.com/drive/folders/1pLntmZhSSpqkvt-jNzTu8LJdc7KjLHLz?usp=sharing</a>
2.	Please provide the editable native file (Microsoft Word, Excel, etc) for Appendix B to Technical Proposal: Equipment.	Please refer to Response #1.
3.	Please provide the editable native file (Microsoft Word, Excel, etc) for: 1. Form PER – 1: Key Personnel 2. Form PER-2: Resume and Declaration	Please refer to Response #1.
4.	Please provide the editable native file (Microsoft Word, Excel, etc) for: 1. Form ELI – 1.1: Bidder Information Form. 2. Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History. 3. Form CON – 3: ESHS Performance Declaration. 4. Form FIN – 3.1: Financial Situation and Performance. 5. Form FIN – 3.2: Average Annual Project Turnover. 6. Form FIN – 3.3: Current Contract Commitments/ Works in Progress. 7. Form EXP – 4.1 & Form EXP – 4.1 (Cont): Specific/Similar Surveys Experience. 8. Form EXP – 4.1(b) Experience of Sub-Contractors in Key Activities.	Please refer to Response #1.
5.	Please provide the editable native file (Microsoft Word, Excel, etc) for: 1. Form of Demand Guarantee 2. Form of Bid Security: Bid Bond	Please refer to Response #1.
6.	Please provide the editable native file (Microsoft Word, Excel, etc) for Letter of Price Bid.	Please refer to Response #1.
7.	We kindly request the Employer to clarify, which Bid Security template we should follow: <ul style="list-style-type: none"><li>the Appendix E to Technical Proposal: Bid Security Form of Demand Guarantee (RFB Section IV pdf page 101), or</li><li>Form of Bid Security – Bid Bond (RFB Section IV page 102).</li></ul>	Please use 'Appendix E to Technical Proposal: Bid Security Form of Demand Guarantee (RFB Section IV pdf, page 95).



No.	Questions	Responses
8.	<p>We kindly request the Employer to clarify, whether the Performance Security and the Environmental, Social, Health and Safety (ESHS) Performance Security are required to be submitted by the successful Bidder.</p> <p>If yes, kindly inform us of the validity period for both Performance Securities.</p>	<p>In accordance with GCC 50.1 (Section IX – Particular Conditions of Contract) both Performance Security is required.</p> <p>The valid period the two performances are 28 days after the project completion date.</p>
9.	<p>Please kindly confirm if, later upon contract award, both Performance Bond &amp; Insurance are required, or just either one.</p>	<p>Both Performance Bond &amp; Insurance are required, In accordance with GCC 13.1 &amp; 13.6, and GCC 50.1 (Section IX – Particular Conditions of Contract).</p>
10.	<p>Bidder kindly requests that the submission deadline be extended to <b>17 March 2026</b>.</p>	<p>Please refer to Addendum No. 5, Item 1 Bid Submission date is now 24/March/2026.</p>
11.	<p>Minimum HSE Requirements (Doc No: MPRM-PMU-37-PRC-002, Rev 0)</p> <p>Subchapter: 5.1.1 Minimum Training Requirements – Offshore Workers, Page 33 of 49: Paragraph one:</p> <p><i>“...minimum standards for BOSIET and FOET training for offshore workers, mainly in relation to those working on offshore oil and gas fixed and mobile installations, rather than seafarers.”</i></p> <p>Please clarify if Basic Sea Survival is accepted instead of BOSIET and FOET for the Contractor’s marine crew and survey personnel.</p>	<p>Please refer to Section 5.1.1 of RFB - Tender-RFP/218/MPRM-2025 - Section VII - Terms of Reference, Timor Leste Offshore Pipeline Minimum HSE Requirements, document MPRM-PMU-37-PRC-002.</p> <p>Basic Sea Survival is not accepted as an alternative to BOSIET or FOET for offshore workers. BOSIET/FOET represents the minimum mandatory training standard for personnel classified as offshore workers, including survey personnel, when engaged in offshore activities.</p> <p>As noted in bullet point 4 in Section 5.1.1. “a person whose duties are primarily of a mariner (seafarer) shall have the appropriate STCW Code certification”. This applies only to personnel whose duties are primarily those of a mariner (seafarer), in which case appropriate STCW Code certification is required in lieu of BOSIET/FOET</p> <p>Contractor marine crew may comply through appropriate STCW certification where their duties are primarily seafaring, however metocean survey personnel are required to hold valid BOSIET or FOET certification. Basic Sea Survival training in isolation is not considered equivalent to either and is therefore not acceptable.</p>
12.	<p><i>Ref. 3.1.4. Pre-Survey Desktop Review of Existing Data.</i></p> <p>Please confirm if this pre-survey desktop review requires a stand-alone report to be delivered to Employer.</p>	<p>Please refer to Section 3.1.4 and Table 1-2 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline Highway, document number 214299-PL-SOW-014.</p>



No.	Questions	Responses
		<p>Employer confirms that a standalone report is not required for the Pre-Survey Desktop Review of Existing Data as outlined in Section 3.1.4. The existing data shall be reviewed and utilised, as deemed necessary by the Contractor, in combination with all other inputs, and used to develop the Metocean Design Basis deliverables (as per RFB Work Pack 210 and 310).</p>
13.	<p><i>3.2 Work Pack 210 &amp; 310. Metocean Criteria for Pipeline Basis of Design.</i></p> <p>"International standards for Metocean data collection and modelling shall be in conformance with specification [Ref. 2]."</p> <p>As noted in queries below on the Detailed Marine Survey Specification [Ref. 2], parts of the scope of work does not appear to conform with [Ref. 2] (for example measurements for tides, conductivity, salinity, turbidity, rainfall, solar radiation, vertical current speed). Please clarify."</p>	<p>Please refer to Section VIII - General Conditions of Contract, Item 2.3 h) &amp; i) – p.116.</p> <p>Bidder shall note the order of priority is as stipulated in the RFB (as referenced above):</p> <p>"The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"><li>h) Employer's Requirements and Scope of Work, (in this case 214299-PL-SOW-013)</li><li>i) the Specifications (in this case 214299-PL-SPE-001)"</li></ul> <p>Bidders are requested to clarify any conflict of requirements which have a material impact on Bidders understanding of the RFB via clarifications.</p>
14.	<p><i>3.2 Work Pack 210 &amp; 310. Metocean Criteria for Pipeline Basis of Design.</i></p> <p>" Contractor shall prepare a detailed specification for the development of the metocean criteria which shall include the metocean data acquisition and the modelling necessary to deliver the criteria.""</p> <p>Please confirm if this detailed specification is required to be submitted in the bid or the intention of this statement was to ensure this information is in the Basis of Design Documents"</p>	<p>Please refer to:</p> <ul style="list-style-type: none"><li>• Section 3.2 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline Highway, document number 214299-PL-SOW-014.</li><li>• RFB Tender-RFP/218/MPRM-2025, Section IV - Bidding Forms, Appendix A Technical Proposal</li></ul> <p>Bidder shall refer to the Technical Submission requirements detailed in the RFB, Section IV, Appendix A. Within the Method Statement, Bidder shall include "a full and detailed description of the Bidder's proposals for the development of the Metocean design basis including methodology and procedures for numerical modelling calibration and validation and metocean design basis preparation".</p>



No.	Questions	Responses
15.	<p><i>Section 3.2.4. Metocean Criteria Requirements</i></p> <p>Please confirm that where cyclonic extreme return period criteria are requested this is not required by month.</p>	<p>Please refer to Section 3.2.4 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline Highway, document number 214299-PL-SOW-014.</p> <p>A summary of the monthly distribution/frequency of cyclone occurrence shall be provided; monthly extreme return period statistics are not required. Cyclonic extremes shall be presented on a return-period basis.</p> <p>Documentation update required, 214299-PL-SOW-014 to be updated accordingly.</p>
16.	<p><i>Section 3.2.4.1. Wind Criteria</i></p> <p>Please confirm if measured squall data (from this survey and any already available offshore and/or onshore measurements) should also be analysed (seperately to non-cyclonic calibrated modelled winds) to generate appropriate return period criteria (i.e. return periods no greater than 100 years), and potentially for supply of squall time series.</p>	<p>Please refer to Section 4.4.1 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline Highway, document number 214299-PL-SOW-014.</p> <p>Confirmed that squall analysis shall be treated separately from non-cyclonic calibrated modelled winds. Contractor shall analyse the measured data and available datasets and shall include squall extremes for return periods up to 100 years with squall duration and time series suitable for installation/operability assessment.</p> <p>Documentation update required, 214299-PL-SOW-014 to be updated accordingly.</p>
17.	<p><i>Section 3.2.4.3. Current Criteria.</i></p> <p>Please confirm that no return period criteria are required for currents through the water column, only near-surface and near-seabed</p>	<p>Please refer to Section 3.2.4.3 and Table 3-2 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline Highway, document number 214299-PL-SOW-014.</p> <p>Clarification rejected. Extreme current profiles including full water-column current profiles are required. Deployment SH-NCM-04 shall be used to measure current profiles through the water column in support of this requirement, as detailed in Table 3-2, noting that this mooring shall have a nominal depth of ~+2800m which will be reflected in a documentation update.</p>



No.	Questions	Responses
		Documentation update required, 214299-PL-SOW-014 to be updated accordingly.
18.	<p><i>Section 3.2.4.3. Current Criteria</i></p> <p>""Definition of extreme current profiles at 2500 m and 1500 m water depth.""</p> <p>Please clarify if this item requests:</p> <ul style="list-style-type: none"> <li>- clustering of measured current profiles into a nominal number of profiles so that extreme (but not return period) profiles can be identified relevant for the required design task, or</li> <li>- deep water design current profiles derived from long-term measured current-profile data as indicated at the end of Section A.9.3 in ISO 19901-1:2015, or</li> <li>- another process."</li> </ul>	<p>Please refer to Section 3.2.4.3 and Table 3-2 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline Highway, document number 214299-PL-SOW-014.</p> <p>Employer confirms the second bullet point shall be followed - deep water design current shall be derived from long-term measured current-profile data in accordance with the approach described at the end of Section A.9.3 of ISO 19901-1:2015.</p> <p>Documentation update required, 214299-PL-SOW-014 to be updated accordingly.</p>
19.	<p><i>Section 3.2.4.4. Coastline water level criteria and tsunami modelling to be considered.</i></p> <p>Please confirm if this wording means these items are optional or must be included for a compliant bid. It is Contractors understanding that separate nearshore criteria are being developed by a third party and expect this would be delivered by that scope.</p>	<p>Please refer to Section 3.2.4.4 and Table 3-2 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline Highway, document number 214299-PL-SOW-014</p> <p>Employer confirms that water levels (tidal, storm surge, cyclone) and Tsunami modelling shall be conducted by the nearshore metocean study contractor and shall be de-scoped from this RFB.</p> <p>Documentation update required – 214299-PL-SOW-014, Section 3.2.4.4 to be deleted.</p>
20.	<p><i>Section 3.2.4.5. "The following associated criteria shall be provided:</i></p> <ul style="list-style-type: none"> <li>• <i>Maximum wave and the associated current</i></li> <li>• <i>Maximum current and the associated wave"</i></li> </ul> <p>Contractor expectation is that the currents mentioned for these items are surface currents only given they do not reference pipeline design like the following two items. Please confirm. Please also confirm if the direction of the associated currents is also required.</p>	<p>Please refer to Section 3.2.4.5 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline Highway, document number 214299-PL-SOW-014.</p> <p>With reference to Section 3.2.4.5, bullet points 1 and 2, along the pipeline route the current location is near seabed (1m a.s.b.). At the platform location, near-seabed (1m a.s.b), mid water and surface current locations are required. Direction of associated current or waves is also required.</p> <p>Documentation update required, 214299-PL-SOW-014 to be updated accordingly.</p>



No.	Questions	Responses
21.	<p><i>Section 3.2.4.7. Seawater properties, temperature and salinity</i></p> <p>"Ambient and extreme values by months shall be included in Metocean criteria."</p> <p>Please clarify if this request is for statistical or return period extremes"</p>	<p>Please refer to Section 3.2.4.7 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline Highway, document number 214299-PL-SOW-014.</p> <p>For both temperature and salinity, the ambient values shall be reported in monthly occurrence tables, and the extreme values shall be reported as return period statistics by month.</p> <p>Documentation update required, 214299-PL-SOW-014 to be updated accordingly.</p>
22.	<p><i>Section 3.2.4.9. Consistency of Offshore and Nearshore Criteria</i></p> <p>Please confirm what depth is considered nearshore for this project for the purpose of metocean criteria OR which of the analysis locations provided in Table 3-1 are considered to be nearshore (if any).</p>	<p>Please refer to Section 3.2.4.9 &amp; 1.2 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline Highway, document number 214299-PL-SOW-014.</p> <p>The Offshore Survey is defined as "water depths greater than 20m MSL. The 20m MSL contour is the nominal boundary between the Offshore and Nearshore Surveys", as per section 1.2.</p> <p>None of the locations presented in Table 3-1 are "nearshore".</p>
23.	<p><i>Section 3.3.3.2. Minimum Deployment and Proposed Deployment Locations.</i></p> <p>"Contractor is required to review the minimum deployments and supplement these, if necessary, for the establishment of robust metocean criteria for the purpose of pipeline design which shall also include parameters that require to be established for installation. Contractor shall note that collecting data for the characterisation of internal waves and potential turbidity flows shall be a part of the data collection campaign.""</p> <p>This appears to contradict ITB 13.1, which states that ""Alternative Bids shall not be considered.""</p> <p>Please clarify if suggesting additional instrumentation or mooring locations for characterisation of internal waves and turbidity flows would disqualify a bid."</p>	<p>Please refer to:</p> <ul style="list-style-type: none"><li>• Section II of RFB - Tender-RFP/218/MPRM-2025 – Bid Data Sheet, ITB 13.4</li><li>• Item 3 of Addendum No. 4 Tender-RFP/218/MPRM-2025</li></ul> <p>Alternative technical solutions may be permitted by Bidders. Bidder recommended scope changes may be submitted during the clarification phase. Adjustments from the scope shall be clearly marked within Bidders Method Statement where applicable.</p> <p>Addendum No. 4 allows alternative technical solutions to be proposed for "Quantity and configuration of offshore metocean deployments".</p>
24.	<p><i>Section 1.4. Codes and Standards</i></p> <p>Bidders copies of relevant Codes and Standards are unable to be shared for copyright and licensing reasons. Bidder can provide content for discussion and reference during video meetings with relevant</p>	<p>Please refer to Section 1.4 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Detailed Marine Survey Specification, document number 214299-PL-SPE-001</p>



No.	Questions	Responses
	<p>personnel, however access to discrete copies would be the responsibility of all other parties. Please confirm this is acceptable to Employer.</p>	<p>Employer confirms that, in accordance with Section 1.4, the Contractor is responsible for obtaining all applicable codes and standards as detailed in Table 1-1.</p> <p>The Contractor must ensure that all personnel and subcontractors involved in the work have access to the referenced documents sufficient to perform their duties, by means consistent with copyright and licensing laws (such as during meetings with the relevant personnel, as suggested by the Bidder).</p>
25.	<p><i>Section 6.3.2.3. Water level measurements</i></p> <p>This section states water level measurements (tides) should be measured at all metocean survey deployment locations. There are no tide instruments requested in the minimum scope (SoW Table 3-2). Please clarify if these instruments must be included to present a compliant bid. Note: We would recommend at least 2 tide gauges deployed in this survey, with measured constituents from each used to inform tide level predictions and subsequent setting of water levels at all other locations.</p>	<p>Please refer to Section 6.3.2.3 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Detailed Marine Survey Specification, 214299-PL-SPE-001.</p> <p>Clarification required – the water level measurements as detailed in Section 6.3.2.3 are not required for this scope, this section shall be disregarded.</p> <p>Document Update - 214299-PL-SPE-001, Detailed Marine Specification – section 6.3.2.3 to be removed, “not used”.</p> <p>Documentation update required, 214299-PL-SPE-001 to be updated accordingly.</p>
26.	<p><i>Section 6.3.2.4. Seawater Properties, Temperature and Salinity</i></p> <p>This section states “The measurement of water conductivity and salinity shall be taken at seabed mooring sites to determine seabed conditions, and through water column measurements made at regular depth intervals sufficient to resolve internal waves, ocean currents (e.g. Indonesian Through Flow) and attribute velocities from Solitons.” Section 3.3.3.1 of the SoW states: “The campaign will collect the necessary wind, wave and current data and also collect associated data such as salinity, temperature, turbidity etc to collect the sufficient data to be used in calibration and validation of weather model.” There are no contemporaneous time series conductivity, salinity or turbidity instruments requested in the minimum scope (SoW Table 3-2), only CTD drops that will supply a snapshot of conditions. Please clarify if these instruments must be included to present a compliant bid.</p>	<p>Please refer to:</p> <ul style="list-style-type: none"> <li>• Section 6.3.2.4 &amp; 6.3.2.5 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Detailed Marine Survey Specification, 214299-PL-SPE-001</li> <li>• Section 3.2.4.7 &amp; Table 3-2 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline Highway, document number 214299-PL-SOW-014.</li> </ul> <p>Employers clarifies that the CTD profiles shall be collected during (each) Metocean Service Visit. The minimum requirement for temperature and salinity measurements, see the DMS specification, Section 6.3.2.5.</p> <p>The deployments detailed in Table 3-2 of the SOW may be utilised for temperature or salinity</p>



No.	Questions	Responses
		<p>measurements, if said deployments have built-in temperature and salinity sensors, to supplement the CTD measurements detailed above. No additional instrumentation is mandated for temperature and salinity measurement.</p>
27.	<p><i>Section 6.3.2.5. Other Metocean Measurements</i> Rainfall, solar radiation and vertical current speed are mentioned in this section, but are not mentioned in the minimum scope (SoW Table 3-2). Please clarify if these data must be included to present a compliant bid.</p>	<p>Please refer to:</p> <ul style="list-style-type: none"> <li>• Table 3-2 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline Highway, document number 214299-PL-SOW-014.</li> <li>• Section 6.3.2.5 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Detailed Marine Survey Specification, 214299-PL-SPE-001</li> </ul> <p>As detailed in the SOW, Table 3-2, deployment SH-DWB-01 is a "Directional wave buoy with capability to record meteorological conditions and ADCP downward looking for measurements through the water column." The meteorological conditions are detailed in the DMS Specification, Section 6.3.2.5, rainfall and solar radiation are captured here.</p> <p>Vertical current measurement shall be removed from Section 6.3.2.5, Table 6-6. Document update to follow.</p> <p>Documentation update required, 214299-PL-SPE-001 to be updated accordingly.</p>
28.	<p><i>SOW Section 3.3.2. Service Intervals</i> During Pre-Bid meeting it was mentioned that there would be potential change in service visit intervals from 3 to 6 months. This does not appear to have been addressed in any subsequent addendum or SOW?</p>	<p>With regards to service visits, GCC 15.2 specifies "CONTRACTOR shall conduct service visits at intervals not exceeding 3 months during the Data Acquisition Campaign".</p> <p>Bidders are permitted to propose a reduced frequency of service visits as part of their Technical Proposal. This deviation shall be considered an Alternative Technical Solution (ITB21.2) which must be accompanied by robust technical justification, demonstrating that the proposed change will not compromise the quality or reliability of the data.</p>



No.	Questions	Responses
29.	<p><i>SOW Section 3-3. Instrument locations</i></p> <p>During Pre-Bid meeting it was mentioned that instrument SH-NCM-04 will be relocated into ~3000m water depth but this has not been confirmed in any subsequent addendum or SOW? Please confirm.</p>	<p>Please refer to Table 3-3 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline Highway, document number 214299-PL-SOW-014.</p> <p>Employer confirms SH-NCM-04 ‘proposed deployment location’ is 3,000m, update to SOW document to follow.</p> <p>Please see also Response #17.</p>
30.	<p><i>Section 6: Metocean Survey Data Acquisition.</i></p> <p>At location SH-DWB-01, We propose a Meteorological buoy with wave sensor. In order to measure current profile, is a downward looking Nortek Signature 500 ADCP from a SURFACE BUOY measuring 1-minute averaged currents for the top 65m in combination with 3 x Single point current meters on 1 minute sampling at depths of 100m, 150m and 200m acceptable.</p> <p>Alternatively, is a downward looking signature 500 ADCP from a SURFACE BUOY measuring 1-minute averaged currents for the top 65m in combination with an upward looking ADCP (such as an RDI long ranger 75kHz from near seabed averaging currents at 5 minutes acceptable.</p>	<p>Please refer to:</p> <ul style="list-style-type: none"><li>• Table 3-2 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline Highway, document number 214299-PL-SOW-014.</li><li>• Section 6.3.2.2 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Detailed Marine Survey Specification, 214299-PL-SPE-001</li><li>• Section II of RFB - Tender-RFP/218/MPRM-2025 – Bid Data Sheet, ITB 13.4</li><li>• Item 3 of Addendum No. 4 Tender-RFP/218/MPRM-2025</li></ul> <p>If the installation of a downward looking Long Range ADCP (nominally 75 kHz) on the wave buoy SH-DWB-01 is deemed not practical or technically unreliable by the Bidder, an alternative technical solution may be proposed</p> <p>In addition to the downward looking, wave buoy mounted Medium Range ADCP (nominally 500 kHz, 1-minute sampling) proposed by the Bidder, a separate seabed mooring with an upward looking Long Range ADCP averaging at 5 minutes and a punctual current meter at 3 or 5 m above the seabed at a nearby location is considered acceptable.</p>
31.	<p><i>Ref Article/ Chapt. Section 1, F. Evaluation of Bids.</i></p> <p>How long does Employer anticipate the evaluation of submissions to take?</p>	<p>The procurement process takes 4 to 6 months until the award of contract.</p>



No.	Questions	Responses
32.	<i>Section I, J. Award of Contract.</i> What is the anticipated award date for the project?	The procurement process takes 4 to 6 months until the award of contract.
33.	Would Employer allow for a longer mobilization timeframe to allow for international shipping, customs clearance, etc.?	<p>Please refer to Section III – Evaluation and Qualification Criteria, and Section IV – Bidding Forms, Appendix A.</p> <p>Bidder shall note that a survey schedule shall be submitted with the bid package in accordance with Section IV, Appendix A, and that the survey schedule shall be evaluated in accordance with the criteria outlined in Section III. Bidders should clearly specify their proposed mobilisation timeline in their schedule, including detailed justification for any international logistics requirements.</p>
34.	<i>Section II - ITB 14.7. Bid Data Sheet – Taxes.</i> Please confirm that the Employer will provide Withholding Tax certificates for all amounts withheld from payment to non-resident Bidders without a Permanent Establishment.	<p>Please refer to ITB14.7 of Section II of the RFB:</p> <p><i>“The Bidders and its Sub-contractors and Experts are responsible for meeting all tax liabilities arising out of the Contract.</i></p> <p><i>The Proposer shall make his own due diligence to confirm the withholding tax charge that will apply to his own condition.</i></p> <p><i>Bidder shall be responsible to collect withholding tax from its sub-Contractors and paid to the Local Tax Authority without reimbursement by the Employer.”</i></p> <p>Bidders are specifically referred to the below link. Withholding tax certificates shall be provided by Employer upon request from Contractor.</p> <p><i>“Information on the Bidder’s tax obligations in the Employer’s country can be found at:</i></p> <ul style="list-style-type: none"> <li>• <a href="https://attl.gov.tl/tax-laws/">https://attl.gov.tl/tax-laws/</a> for Domestic Tax.”</li> </ul>
35.	<i>Section IX - 47.1.2. Incomplete Data Set.</i> Can Employer consider proposed LD penalties as calculated based on the complete data set rather than provision against any measured parameter at any location? Or can Bidder propose an alternative regime? Bidder notes that a simple failure of a non-critical measurement sensor during just one of the service periods may generate disproportionate damages when compared with the data value.	<p>Please refer to GCC 47.1.2, Section IX of the RFB.</p> <p>Provision of LDs related to incomplete data set shall be agreed with the leading Bidder during the negotiation phase.</p>



No.	Questions	Responses
36.	<p><i>Section IX - 47.1.2. Incomplete Data Set</i></p> <p>Can Employer confirm if data loss due to third-party/fishing interference can be excluded from LD penalties, and that a time-extension for survey completion could be applicable if relevant.</p>	<p>Please refer to Section VII – Terms of Reference, Detailed Marine Survey Specification, document number 214299-PL-SPE-001, and Section IX - Particular Conditions of Contract.</p> <p>Employer confirms that LD penalties shall be excluded if Contractor can prove data loss is specifically due to 3<sup>rd</sup> party interference and all equipment is deployed in accordance with Section 6.3.4.1 of DMS Specification.</p>
37.	<p><i>Section IX - 15.2.2. Metocean instrumentation</i></p> <p>Would Employer consider either a longer response requirement than 15 days or be mutually agreeable on a case-by-case basis for the resumption of measurement. Weather conditions, for example the presence of a Tropical Cyclone, may make response impractical and unsafe, and the availability of suitable vessels on the spot market, proximal to site, is limited.</p>	<p>Please refer to:</p> <ul style="list-style-type: none"><li>• Section 6.3.4.3 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Detailed Marine Survey Specification, 214299-PL-SPE-001</li><li>• Section 1.1.3.2.2 of RFB Tender-RFP/218/MPRM-2025, Section III, Evaluation and Qualification Criteria</li></ul> <p>Section 6.3.4.3 states “in case of instrumental failure or loss, Contractor shall promptly intervene on site to resume the measurements within 15 days from the emergency notification (Argos message or other).</p> <p>Bidders are permitted to propose an increased timeline as part of their Technical Proposal. It shall be noted that “Planning capability for operating in Timor Sea, including demonstrated planning to replace/reinstall equipment in the event of equipment drift” is a technical scoring criteria as per the RFB reference above.</p> <p>Document Update - 214299-PL-SPE-001, Detailed Marine Specification section 6.3.4.3, “as soon as practically possible with a target within 15 days from the emergency notification”. Timing to be advised by bidder within proposal where 15 days cannot be met.</p>
38.	<p><i>Section I - 19.3. Bid Security</i></p> <p>Can Employer confirm that Australia is considered an Eligible Country for the provision of an unconditional bank guarantee?</p>	<p>The Bid Security can be issued by any recognized bank in any country. Bidders must ensure the correct forms are used as provided within RFB documentation.</p>
39.	<p><i>Section IX - 47.1.2. Incomplete Data Set</i></p> <p>Can Employer confirm the LD cap for Incomplete Dataset?</p>	<p>Please refer to Section IX, GCC 57.2(h) of RFB Tender-RFP/218/MPRM-2025</p> <p>As per Section IX, GCC 57.2 (h), “The maximum number of days for which the maximum amount of</p>



No.	Questions	Responses
		liquidated damages can be paid is: 10 (ten) percent of accepted contract price." Hence, maximum LD cap for incomplete dataset (with multiple failures) is 10% of the contract price.
40.	<i>Section I - 19.3. Bid Security</i> Can Employer approve Bank of America, located in either the United States or Australia, as a suitable bank for the provision of an unconditional guarantee that does not require a local bank counter guarantee? If Employer has a specific preferred local bank, please specify bank name, address and code.	Please refer to Response #38.
41.	<i>Section IX - 49.1 and 50.1. Counter-guarantee</i> Can Employer approve Bank of America, located in either the United States or Australia, as a suitable bank for the provision of advance payment and performance guarantees that does not require a local bank counter guarantee? If Employer has a specific preferred local bank, please specify bank name, address and code.	The counter-guarantee can be issued by any recognized bank in located in Timor-Leste.
42.	<i>General. Validity of bank guarantees.</i> Can Employer confirm if suitable and mutually agreeable fixed dates for bank guarantee validity be applied rather than open-ended event specific conditions?	Please refer to GCC 50.1. "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, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond."
43.	<i>General. Bank guarantee details.</i> Can Employer confirm full details of the Beneficiary Name, Address and SWIFT banking code for the procurement of the bid guarantee and review of other bid requirements?	Beneficiary: The Ministry of Petroleum and Mineral Resources.  SWIFT banking code is not required at this stage and shall not be provided.
44.	<i>Section IX - 9.4.5. Removal of the Spread.</i> Employer to confirm that metocean scarficial mooring ballast weights are exempt from 9.4.5.  Note, it is common and metocean industry practice to release and leave in-situ ballast, which cause zero navigational or environmental harm.	Please refer to: <ul style="list-style-type: none"><li>• GCC 9.4.5 of RFB Tender-RFP/218/MPRM-2025</li><li>• Section 3.1.2 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu Undan Pipeline Highway, document number 214299-PL-SOW-014.</li><li>• Section 6.1 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Environmental</li></ul>



No.	Questions	Responses
		<p>Minimum Requirements, document number MPRM-PMU-37-PRC-003</p> <ul style="list-style-type: none"><li>Section 6.3.4.3 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Detailed Marine Survey Specification, 214299-PL-SPE-001</li></ul> <p><i>As per Section 3.1.2 of the SOW – “For demobilisation, Contractor shall be responsible for the removal of all equipment, instrumentation and materials from the site at the conclusion of the survey programme, unless otherwise specified or required by Employer Representative”</i></p> <p><i>As per Section 6.1, Item 2 of the Environmental Minimum Standard – “No work equipment, cables or other objects shall be dumped into the sea or left on the seabed”</i></p> <p><i>As per Section 6.3.4.4 of the Marine Survey Specification – “Upon completion of the measurement campaign (subject to any extension), the Contractor shall remove all Measurement Equipment and restore the deployment location to its original condition.”</i></p> <p>The use of “Sacrificial” mooring ballast weights that are intentionally deployed and left in-situ may be approved by Employer. The Bidder shall demonstrate that the ballast weights are constructed of environmentally suitable materials and configured such that they do not present a navigational hazard.</p> <p>Locations of sacrificial ballast shall be recorded and included in the final survey documentation. GCC 9.4.5, remains applicable to all other items excluding the use of sacrificial mooring ballast weights.</p> <p>Documentation update required - 214299-PL-SOW-014, 214299-PL-SPE-001 &amp; MPRM-PMU-37-PRC-003.</p>
45.	GCC 13.1 Page 139 ... d) for personal injury or death: i. of the Contractor's employees: <del>US\$ 15,000,000 (fifteen million United States Dollars)</del> \$10,000,000 (Ten Million United States Dollars) per occurrence;	Please refer to Addendum 4, Item #9.  Limits shall remain as provided by Employer. These items may be agreed with the Winning Bidder during the contract negotiation phase.



No.	Questions	Responses
	<p>ii. of other people (third-party liability):            USS 15,000,000 (fifteen million United States Dollars) \$10,000,000 (Ten Million United States Dollars) per occurrence.</p> <p>Please review to update insurance in line with industry common practice</p>	
46.	<p>Bidder request EMPLOYER to clarify on whether the Bid Bond may be issued in accordance with the legal framework and regulations of the Bidder's country, instead of the Employer's country.</p>	<p>The document should be issued in accordance with the Employer's country legal framework. Please refer to relevant form in the proposal document.</p>
47.	<p>Bidder request EMPLOYER to clarify the definition of revenue, net worth, working capital of recent financial year, lines of credit, and other financial means, also credit facility.</p>	<p>Please refer to and submit your company financial audited reports.</p>
48.	<p>The EMPLOYER shall confirm and designate a nearby reference hospital to provide medical support, which has been assessed and approved by the EMPLOYER and is fully compliant with applicable local HSE requirements and arrangements</p>	<p>Please refer to:</p> <ul style="list-style-type: none"> <li>• Section 3.1 of RFB - Tender-RFP/218/MPRM-2025 - Section VII - Terms of Reference, Timor Leste Offshore Pipeline Minimum HSE Requirements, document MPRM-PMU-37-PRC-002.</li> <li>• RFB - Tender-RFP/218/MPRM-2025 - Section VII - Terms of Reference, ANP Permitting Requirements for Offshore Pipeline Detailed Marine Survey, document number MPRM-PMU-37-PRC-001.</li> </ul> <p>In accordance with the ANP Permitting Requirements and the Minimum HSE Requirements, the Bidder shall make its own arrangements for medical support, including identification of suitable hospitals and medical facilities, as part of its Emergency Response Plan. All arrangements must comply with applicable local legislation and regulatory requirements.</p>
49.	<p>The EMPLOYER shall verify the competency of appointed First Aiders. Clarification is requested on whether this role must be fulfilled by a licensed nurse or doctor, or whether personnel with First Aid Level 1 certification are deemed acceptable</p>	<p>Please refer to Section VII - Terms of Reference, Timor Leste Offshore Pipeline Minimum HSE Requirements, document MPRM-PMU-37-PRC-002</p> <p>The Bidder shall note that Offshore First Aid (OFA) Level 1 or Basic First Aid shall be considered the minimum standard for First Aiders, with the quantity adjusted in accordance with POB.</p>
50.	<p>The EMPLOYER shall provide, if available, an HSE Plan minimum requirements that has been developed in</p>	<p>Please refer to Section VII - Terms of Reference, Timor Leste Offshore Pipeline Minimum HSE</p>



No.	Questions	Responses
	accordance with the applicable country-specific legal and regulatory requirements	Requirements, document MPRM-PMU-37-PRC-002.
51.	<p>According to the IMCA SEL 007 Rev. 1 January 2008 companies should ensure personnel have appropriate medical certification in place.</p> <p>As the requirement is general in nature, the EMPLOYER shall confirm whether any specific standards (e.g., OGUK or other internationally recognized standards) are applied.</p>	<p>Please refer to Section 5.1.3 of RFB - Tender-RFP/218/MPRM-2025 - Terms of Reference, Timor Leste Offshore Pipeline Minimum HSE Requirements, document MPRM-PMU-37-PRC-002.</p> <p>As per Section 5.1.3, NOGEPa or equivalent (including OEUK, formally OGUK) is adequate medical certification for offshore crew.</p>
52.	The EMPLOYER is requested to confirm whether Basic Safety Training (BST), in accordance with requirements applicable in Indonesian waters, is accepted by the EMPLOYER for mariners.	Please refer to Response #11.
53.	<p>According to NOGEPa, for workers 50 and over the validity (only) must be limited to one (1) year, the normal offshore duties will be valid for the regular two-year term.</p> <p>The EMPLOYER is requested to confirm whether the above information is correct, namely that medical examinations have a validity period of two (2) years for personnel under 50 years of age and one (1) year for personnel aged 50 years and above.</p>	<p>Please refer to Response #51.</p> <p>Offshore crew shall hold a valid offshore medical examination in accordance with the 2025 NL Offshore Medical Examination (NOGEPa medical examination) or equivalent body (e.g. OEUK).</p> <p>Addressing Bidder's specific query, the stipulated validity periods shall be enforced, the 2025 NL Offshore Medical Examination (NOGEPa medical examination) has a standard two-year validity (unless the health of an individual or specific training requirements require a shorter period).</p>
54.	<p>For better understanding, we would appreciate it if the EMPLOYER could provide an example of what is meant by a Level 2 HIRA, if available. Based on our current understanding, the HIRA is generally prepared without classification into levels.</p> <p>In addition, kindly confirm whether the Level 2 HIRA is required to be reviewed and endorsed by all relevant parties prior to mobilization, or if review and approval by the CONTRACTOR alone would be considered sufficient.</p>	<p>Please refer to Section 5.5 of RFB - Tender-RFP/218/MPRM-2025 - Section VII - Terms of Reference, Timor Leste Offshore Pipeline Minimum HSE Requirements, document MPRM-PMU-37-PRC-002.</p> <p>A Level 2 HIRA is a formal, documented process used to evaluate risks using a semi-quantitative risk matrix which assigns numerical scores to the likelihood and severity of potential risks. All stakeholders shall participate in the Level 2 HIRA's, including the Contractor, Employer and other parties as applicable. The scheduling, format, attendees and other details shall be agreed with Employer after contract award to the Selected Contractor.</p> <p>The HIRA 'Level' is an industry term which refers to a tiered system:</p>



No.	Questions	Responses
		<ul style="list-style-type: none"> <li>• Level 1 = Site/Personal</li> <li>• Level 2 = Task Based</li> <li>• Level 3 = Process/System</li> </ul>
55.	<p>Table 3. Key Personnel' Required Qualifications and Experience</p> <p>HSE manager - NEBOSCH International General Certificate in Occupational Health and Safety or equivalent.</p> <p><i>The EMPLOYER is kindly requested to advise whether this certification is required, or if the national standard can be used as an alternative.</i></p>	<p>Employer would accept a national standard, if it is equivalent or better to the NEBOSCH International General Certificate in Occupational Health and Safety. Bidder shall be responsible to make such a determination.</p>
56.	<p>The EMPLOYER is requested to provide further clarification on whether, based on the stated narrative, the C-ESMP may be incorporated as part of the HSE Plan or should be submitted as a separate document.</p>	<p>Please refer to Section II, ITB 11.2(h) of RFB - Tender-RFP/218/MPRM-2025</p> <p>The Contractor's Environmental and Social Management Plan (C-ESMP) shall be submitted as a separate document; however, the Bidder may cross reference between the HSE Plan and C-ESMP to avoid repetition.</p>
57.	<p>For clarity of risk allocation, please confirm whether price adjustment is permitted in the event of changes in law or taxation</p> <p>Proposed Amendment / Clarified Clause:</p> <p><i>"Notwithstanding the fixed price nature of the Contract, the Contract Price shall be adjusted to reflect any material increase in costs arising from changes in applicable laws or taxation after the Bid Submission Date."</i></p>	<p>Please refer to Section VIII General Conditions of Contract, GCC 43 – Tax of RFB - Tender-RFP/218/MPRM-2025</p> <p>Proposed amendment is rejected. This item is captured in GCC 43.</p> <p><i>"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"</i></p>
58.	<p>Please clarify whether adverse weather preventing offshore operations constitutes a compensable Force Majeure event.</p> <p>Proposed Amendment / Clarified Clause:</p> <p><i>"Adverse weather conditions preventing safe offshore operations shall constitute a Compensable Force Majeure Event, entitling the Contractor to an Extension of Time and reimbursement of reasonable standby costs."</i></p>	<p>Please refer to GCC 31.3 Section IX – Particular Conditions of Contract.</p> <p>Proposed amendment is rejected.</p> <p>Adverse weather shall not constitute a Force Majeure event.</p>



No.	Questions	Responses
59.	<p>Please confirm whether an Extension of Time granted due to Force Majeure includes associated standby costs.</p> <p>Proposed Amendment / Clarified Clause: <i>“Where an Extension of Time is granted due to a Compensable Force Majeure Event, the Contractor shall also be entitled to the associated standby costs.”</i></p>	<p>Please refer to GCC 31.3 Section IX – Particular Conditions of Contract.</p> <p>Proposed amendment is rejected.</p>
60.	<p>For payment certainty, please specify a time limit for Employer’s review and approval of payment submissions.</p> <p>Proposed Amendment / Clarified Clause: <i>“The Employer shall approve or reject any payment submission within fourteen (14) calendar days of receipt.”</i></p>	<p>Please refer to GCC 41.1 Section IX – Particular Conditions of Contract. Proposed amendment is rejected.</p>
61.	<p>Please clarify the mechanism in the event of no response within the review period.</p> <p>Proposed Amendment / Clarified Clause: <i>“Failure by the Employer to respond within the specified period shall be deemed approval.”</i></p>	<p>Please refer to Section 4.3 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Scope of Work Document Number, 214299-PL-SOW-014</p> <p>It is assumed clarification refers to Employer review cycle deadline. Employer document review shall remain as specified in Section 4.3.</p>
62.	<p>Please clarify whether delayed payments are subject to compensation.</p> <p>Proposed Amendment / Clarified Clause: <i>“Any delayed payment shall accrue interest at a rate mutually agreed by the Parties.”</i></p>	<p>Please refer to Response #60. Item may be agreed with the leading Bidder during the contract negotiation phase.</p>
63.	<p>For contractual clarity, please confirm Contractor’s entitlement upon termination for convenience</p> <p>Proposed Amendment / Clarified Clause: <i>“In the event of termination for convenience, the Contractor shall be entitled to payment for work performed, committed costs, and reasonable demobilisation costs.”</i></p>	<p>Please refer to GCC 58.2. Payment upon Termination</p>
64.	<p>Please clarify treatment of new or increased taxes introduced after bid submission.</p> <p>Proposed Amendment / Clarified Clause: <i>“Any new or increased taxes imposed after the Bid Submission Date shall be treated as a Change in Law and addressed accordingly.”</i></p>	<p>Please refer to Response #57.</p>
65.	<p>Please clarify whether reasonable readiness or standby costs are addressed if Provisional Scope is not instructed.</p> <p>Proposed Amendment / Clarified Clause:</p>	<p>Please refer to Section 3.2.2 of RFB Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Survey Scope of Work for Greater Sunrise Gas Export Pipeline and Bayu</p>



No.	Questions	Responses
	<p><i>"If the Provisional Scope is not instructed, reasonable readiness and standby costs incurred by the Contractor shall be addressed."</i></p>	<p>Undan Pipeline Highway, document number 214299-PL-SOW-014</p> <p>Employer advises there is no provisional scope associated with Metocean. (Employer to update reference to provisional scope in Section 3.2.2.1). Bidder shall note that no provisional scope is included within Appendix A – Pricing Schedule.</p> <p>Documentation update required - 214299-PL-SOW-014.</p>
66.	<p>Please clarify whether a cure period applies prior to calling the Performance Security.</p> <p>Proposed Amendment / Clarified Clause: <i>"The Performance Security shall only be called in the event of a material breach remaining unremedied after written notice and a reasonable cure period."</i></p>	<p>Please refer to relevant sections in the Bidding Document.</p> <p>Specific conditions to be discussed with the winning bidder during the contract negotiation.</p>
67.	<p>Please clarify liability allocation for subcontractors nominated or instructed by the Employer.</p> <p>Proposed Amendment / Clarified Clause: <i>"The Contractor shall not be liable for delays or failures caused solely by subcontractors nominated or instructed by the Employer."</i></p>	<p>Please refer to Addendum No.4, Item 6.</p> <p>Section II – Bid Data Sheets ITB 33.2, "The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows; a) Third Party Vessel Owners"</p> <p>Employer hereby clarifies that Contractor remains liable for delays of failures from its Subcontractors. Employer shall not nominate Subcontractors onto Contractor.</p>
68.	<p>For neutrality, legal certainty, and international enforceability, the Bidder respectfully requests clarification of the governing law and dispute resolution mechanism following adjudication.</p> <p>Proposed Amendment / Clarified Clause: <i>"Any dispute not resolved through adjudication shall be finally settled by arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with the SIAC Rules in force at the time of commencement of the arbitration. The seat of arbitration shall be Singapore, the language of the arbitration shall be English, and the arbitral award shall be final and binding upon the Parties. This Contract shall be governed by and construed in accordance with the laws of Singapore."</i></p>	<p>The law that applies to the Contract is the law of the Government of Democratic Republic of Timor-Leste.</p> <p>Arbitration mechanism maybe agreed with the leading Bidder during the negotiation phase.</p>



No.	Questions	Responses
69.	<p>For legal certainty and to distinguish intentional misconduct from administrative non-compliance, please clarify the basis for sanctions.</p> <p>Proposed Amendment / Clarified Clause: <i>“Sanctions shall apply only upon a final and binding judicial or arbitral determination that the Contractor has intentionally engaged in fraud or corruption. The Contractor shall not be held liable for fraud or corruption arising from unintentional errors, administrative mistakes, or acts or omissions lacking fraudulent or corrupt intent, provided that the Contractor has exercised reasonable due diligence and maintained appropriate compliance procedures.”</i></p>	<p>Please refer to relevant sections in the Bidding Document.</p> <p>Specific conditions to be discussed with the winning bidder during the contract negotiation.</p>
70.	<p>For proportionality and operational practicality, please clarify whether the penalty applies irrespective of material impact, and whether delays caused by Force Majeure events or Employer-related factors are excluded from such withholding.</p> <p>Proposed Amendment / Clarified Clause: <i>“The Contractor shall submit an updated Programme on a monthly basis. Any delay in submission shall only be subject to withholding where such delay is material, exceeds five (5) calendar days, and is not caused by Force Majeure events or delays attributable to the Employer. In any event, the maximum withholding for late submission of an updated Programme shall be capped at USD 20,000 per month.”</i></p>	<p>Please refer to Section IX Particular Conditions of Contract, PCC 26.3 of RFB - Tender-RFP/218/MPRM-2025.</p> <p>Specific conditions to be discussed with the winning bidder during the contract negotiation.</p>
71.	<p>For clarity of liability allocation, please confirm whether indirect or consequential damages are excluded.</p> <p>Proposed Amendment / Clarified Clause: <i>“Neither Party shall be liable for any indirect or consequential damages, including loss of profit, loss of use, or loss of business, arising out of or in connection with the Contract.”</i></p>	<p>Please refer to relevant sections in the Bidding Document.</p> <p>Specific conditions to be discussed with the winning bidder during the contract negotiation.</p>
72.	<p>For commercial and insurance certainty, please clarify whether the Contractor’s total liability is capped.</p> <p>Proposed Amendment / Clarified Clause: <i>“The Contractor’s total aggregate liability under or in connection with the Contract shall not exceed one hundred percent (100%) of the Contract Price.”</i></p>	<p>Please refer to relevant sections in the Bidding Document.</p> <p>Specific conditions to be discussed with the winning bidder during the contract negotiation.</p>
73.	<p>For equitable risk allocation, please clarify Contractor’s entitlement where delays are attributable to the Employer.</p> <p>Proposed Amendment / Clarified Clause:</p>	<p>Please refer to GCC 27.1 RFB Tender-RFP/218/MPRM-2025, Section VIII – General Conditions of Contract.</p>



No.	Questions	Responses
	<p><i>"Any delay or disruption attributable to the Employer shall entitle the Contractor to an Extension of Time and reimbursement of reasonable additional costs incurred."</i></p>	<p><i>"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 Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost."</i></p>
74.	<p>For contractual certainty, please clarify whether Employer approval transfers risk or responsibility to the Contractor.</p> <p>Proposed Amendment / Clarified Clause:</p> <p><i>"The Employer's review, comment, or approval of any document or activity shall not relieve the Employer of its responsibilities nor transfer any risk or liability to the Contractor."</i></p>	<p>To be discussed with the winning bidder during the contract negotiation.</p>
75.	<p>For data management efficiency, cybersecurity risk, and alignment with international industry practice, the Bidder respectfully requests clarification on the duration of data retention obligations.</p> <p>Proposed Amendment / Clarified Clause:</p> <p><i>"The Contractor shall retain all raw and processed data relating to the Works for a period of one (1) year following completion of the Contract. During such period, the Contractor shall provide the retained data to the Employer upon written request. Upon expiry of the retention period, the Contractor may securely archive or dispose of such data in accordance with its internal data management policies."</i></p>	<p>Data retention for 6 years is specified in PCC 59.3.1. Item may be agreed with the leading Bidder during the negotiation phase.</p>
76.	<p>For fairness, safety, and alignment with offshore industry practice, the Bidder respectfully requests clarification on the treatment of extreme or abnormal weather conditions that prevent safe offshore operations.</p> <p>Proposed Amendment / Clarified Clause:</p> <p><i>"The weather risk shall be borne by the Contractor; however, where extreme or abnormal weather conditions prevent safe offshore operations, the Contractor shall be entitled to an Extension of Time, and such extension shall not be considered as delay or default by the Contractor."</i></p>	<p>Please refer to GCC10.2 &amp; 14.2.2 of RFB Tender-RFP/218/MPRM-2025, Section IX – Particular Conditions of Contract.</p> <p>To clarify the weather risk shall be borne by the Contractor.</p> <p><i>"The CONTRACTOR shall accept the full risk and responsibility for the general and local conditions at the SITE including (without limitation) seabed, environmental, climatic, sea state, currents, tides and weather conditions (including any impact of general and local conditions at the SITE on the WORKS to be carried out under the CONTRACT). Furthermore, the CONTRACTOR shall not be entitled to any extension of time to any MILESTONE DATE or any entitlement to any COST and/or any increase in the CONTRACT PRICE or any other additional payment (howsoever arising) as a result</i></p>



No.	Questions	Responses
		<i>of the CONTRACTOR encountering general and local conditions at the SITE which are different from the conditions the CONTRACTOR may have expected, whether such conditions were foreseeable or unforeseen at the CONTRACT DATE. The EMPLOYER's decision shall be final and binding subject to the dispute resolution provisions of the CONTRACT."</i>
77.	Please elaborate regarding adjudicator, and how a foreign entity can choose and nominate such adjudicator?	Please refer to Addendum No. 3 & Response #68.
78.	To avoid any doubt, If the Employer failed to pay on time as per schedule, how many percent that contractor entitle of the interest of late payment?	Please refer to Response #60.
79.	Contractor disputes a retention clause and proposes the to delete entirely.	Please keep the clauses accordingly.
80.	Contractor proposes Maximum amount of liquidated damages for the whole of the Works is 10 (ten) percent of the work order or service order For geophysical survey and ultra-high resolution capped on 7% of the work order or service order	Please refer to Response #39.
81.	Contractor request that the value of the work not completed cannot be a factor for calculation. If termination of the contract because of fundamental breach, contractor request to be paid for the work has done and accepted by the employer.	Please refer to Response #63.
82.	Bidder respectfully request the Employer to make the Bill of Quantity (BoQ) into unit rate (not lumpsum) as the Employer quantities requested for each scope.	Please refer to Appendix A to Financial Proposal – Schedules of Payment – Section IV Bidding Forms of RFP/218/MPRM-2025. Bidders pricing shall be provided on a lump sum basis, Bidders are also referred to Response #23.
83.	Bidder request EMPLOYER to clarify on whether a company that did not attend the Pre-Bid Meeting is still eligible to participate in this tender as part of a joint venture or consortium, provided that its joint venture or consortium partner did attend the Pre-Bid Meeting.	Pre-Bid is Mandatory. Any bidder fails to participate in this meeting will be disqualified.
84.	Bidder respectfully request the List of Bidders in all tender (Geophysical, Geotechnical, and Metocean).	No, it is internal document which is not relevant to the preparation of your bidding document.
85.	Employer clarification to Bidders	Please refer to: <ul style="list-style-type: none"><li>• Clarification No.1, Response #5</li><li>• Clarification No.2, Response #35</li></ul>



No.	Questions	Responses
	Current Measurement Averaging Period	<ul style="list-style-type: none"><li>• Section 6.3.2.2 of RFP Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Detailed Marine Survey Specification, 214299-PL-SPE-001</li><li>• Table 3-2 of RFP Tender-RFP/218/MPRM-2025, Section VII – Terms of Reference, Metocean Scope of Work, 214299-PL-SOW-014</li></ul> <p>This item is raised by Employer to clarify the current measurement averaging period requirements.</p> <p>The following moorings shall be configured to record at a 1-minute sampling interval for all single point current meters, ADCP sampling shall be a minimum 5-minutes to ensure adequate resolution of soliton events and associated rapid current fluctuations (Bidder shall reference Table 3-2):</p> <ul style="list-style-type: none"><li>• SU-NCM-01</li><li>• SU-NCM-02</li><li>• BU-NCM-01</li><li>• BU-NCM-02</li><li>• SH-DWB-01*</li></ul> <p>* - Directional Wave Buoy SH-DWB-01 may be configured as per <b>Response #30</b></p> <p>The remaining moorings shall record data at the sampling interval defined in the DMS Specification.</p>



**Hermingardo A. Soares**  
Executive Director of NPC