



City 8 Compound, Rua Has-Laran, Aldeia Fomento II, Suco Comoro, Dom Aleixo, Dili, Timor-Leste
PO Box 113, Telephone: +670 73099995 / 73099996/73099997

REPÚBLICA DEMOCRÁTICA DE TIMOR-LESTE
Autoridade Nacional do Petróleo (ANP)

**DESIGN, CONSTRUCTION AND FIT OUT OF
NATIONAL LIBRARY OF TIMOR LESTE**

DOCUMENT NO:
ANP/PROC/ADD/24/001

ADDENDUM No. 01

**Amendment of Bid Document for
Tender Document No.: ANP/PROC/ITB/24/001
In accordance with ITB 8.1, Section 1 (Instructions to Bidders) of Bidding Document**

Friday, 08 November 2024

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Amendment of Bid Document



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With reference to IFB Notice dated 11 October 2024, following amendments have been made in the respective sections of the Bidding Documents under this Addendum in accordance with ITB 8.1. The addendum shall be read and construed as an integral part of the Bidding Documents and shall take precedence in case of any conflict / ambiguities in the Bidding Documents and other provisions within. The changes mentioned herein below are applicable for Tender No: ANP/PROC/ITB/24/001, unless indicated otherwise

A. Amendment of Bid Document

NO.	ORIGINAL TENDER	AMENDMENT
1	<p>Section 2 - Bid Data Sheet, ITB 47</p> <p>The Bidder shall furnish a bid security in the amount of 3 (Three) Percent from Bid Amount</p> <p>The bid security shall be valid for 28 days beyond the original validity period of the bid</p>	<p>The Bidder shall furnish a bid security in the amount of 3 (Three) Percent from Maximum Budget as stated in: Section 2 - Bid Data Sheet - Special Clause</p> <p>The bid security shall be valid for 28 days beyond the original validity period of the bid see Attachment 01</p>
2	<p>Section 4 - Bidding Form (page 47) PREAMBLE, Point 7</p> <p>The Contingency amount is fixed and the execution is subjected to the prior approval of the employer (project owner).</p>	<p>This clause is deleted, see Attachment 02</p>
3	<p>Section 6 - A Scope of Work</p> <p>Point 6.3.1 "DED Services"</p> <p>Page 17, 18, 19 & 20</p>	<p>The numbering has been updated, see Attachment 03</p>
4	<p>Section 6 - B.2. Structure Drawings</p> <p>There are 2 (two) drawings with the same number (no.: 5152-01-S-0201) in the PDF files</p>	<p>One of those drawing replaced with Drawing no.: 5152-01-S-0202 (PDF Format), see Attachment 04</p>
5	<p>Section 6</p> <p>The previous Site Survey Report was not included</p>	<p>As requested by the bidders the previous Site Survey Report has been included, see Attachment 05</p>
6	<p>Section 8 - PCC, 2.4 Employer's Financial Arrangements</p> <p>Eni, as Operator and its Joint Ventures agree to contribute funding payments "Funds" of Maximum Contribution of</p>	<p>Eni, as Operator and its Joint Ventures agree to contribute funding payments "Funds" of US\$10,000,000 (Ten Million United States</p>

NO.	ORIGINAL TENDER	AMENDMENT
	<p>US\$10,000,000 (Ten Million United States Dollars) in accordance with the Milestone Schedule Payment towards the cost of the Project.</p> <p>The ANP agrees and warrants that the Government of Timor-Leste, as represented by SEAC, will fund any costs, if required, in excess of the Operator's Maximum Contribution to complete the Project.</p>	<p>Dollars) (Maximum Contribution) in accordance with the Schedule of Payments towards the cost of the detailed engineering design, construction and fit-out of a National Library in Dili, Timor-Leste undertaken by the Employer (Project).</p> <p>The Employer agrees and warrants that the Government of Timor-Leste, as represented by SEAC, will fund any costs, if required, in excess of the Operator's Maximum Contribution to complete the Project.</p> <p>see Attachment 06</p>
7	<p>Section 8 - PCC, 14.2</p> <p>Total amount of Advance Payment</p> <p>20 % (twenty percent) of the Accepted Contract Amount payable in United States Dollars. Amount is payable after receiving the Advance Payment Guarantee of an equal amount.</p> <p>In case the bank issuing the Advance Payment, Guarantee is located outside Timor-Leste, it shall have a correspondent bank or financial institution located in the territory of Timor-Leste to make the guarantee enforceable</p>	<p>20 % (twenty percent) of the Accepted Contract Amount payable in United States Dollars. Amount is payable after receiving the Advance Payment Certificate for the sum of 5 (five) percent of the Accepted Contract Amount, Advance Payment Guarantee of an equal amount and Performance Security.</p> <p>In case the bank issuing the Advance Payment Guarantee is located outside Timor-Leste, it shall have a correspondent bank or financial institution located in the territory of Timor-Leste to make the guarantee enforceable.</p> <p>see Attachment 06</p>
8	<p>Section 8 - PCC, 14.3</p> <p>Application for Interim Payment</p> <p>Not Applicable</p>	<p>The Contractor shall submit a Statement to the Engineer after the completion of Works executed in each Schedule of Payment.</p> <p>see Attachment 06</p>

9	Previously Not Available	<p>Additional sub Clause Section 8 - PCC, 14.4 Schedule of Payment</p> <p>"The progress payment will be made based on the progressive achievement that will be defined and subjected the Contract Negotiation".</p> <p>see Attachment 06</p>
10	<p>Section 8 - PCC, 14.6.2 Minimum Amount of Interim Payment Certificates</p> <p>Not Applicable</p>	<p>The payment(s) to the Contractor is/are to be made on completion of Works executed in as specified in a Schedule of Payment.</p> <p>see Attachment 06</p>
11	<p>Section 8 - PCC, 14.7(a) Period for payment of Advance Payment to the Contractor</p> <p>An advance payment of 5 (five) percent payable within 30 calendar days of contract execution and a second payment of 15 (fifteen) percent upon successful completion of detailed design. Advance payments will be offset by an unconditional bank guarantee.</p>	<p>(a) The first Advance Payment of 5 (five) percent of the Accepted Contract Amount is payable within 45 (forty-five) calendar days of receipt of Advance Payment Certificate for the 5 (five) percent by the Employer to the Contractor.</p> <p>(b) The second Advance Payment of 15 (fifteen) percent of the Accepted Contract Amount is payable within 45 (forty-five) calendar days upon receipt of Advance Payment Certificate issued for the 15 (fifteen) percent upon successful completion of detailed design.</p> <p>(c) These Advance Payments will be guaranteed by the Advance Payment Guarantee issued equal in the sum of 20 (twenty) percent of the Accepted Contract Amount as referred to in clause 14.2.</p> <p>see Attachment 06</p>
12	<p>Section 8 - PCC, 14.7(b) (i) Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]</p>	

	"Not Applicable"	"56 days after completion of Works executed in each milestone Schedule of Payment and the Engineer receives the Statement and supporting document " see Attachment 06
13	Section 8 - PCC, 14.7(b) (ii) Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment] "Not Applicable"	"56 days after completion of Works executed in each milestone Schedule of Payment and the Engineer receives the Statement and supporting document " see Attachment 06
14	Section 8 - PCC, 14.7(c) Period for the Employer to make final payment to the Contractor "Not Applicable"	"the amount certified in the FPC within the period stated in the Contract Data (if not stated, 56 days) after the Employer receives the FPC" see Attachment 06

This Addendum shall now serve as mandatory part of the bidding document for the relevant sections and shall be referred to while preparing the bid.

Minutes of Pre-Bid Meeting



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B. Minutes of Pre-Bid Meeting

National Library Project Pre-bid Meeting

Date and Time: Tuesday, 22 October 2024, 10:00 –12:00 pm
Venue: Liurai Meeting Room, ANP Office, Dili, Timor-Leste.

Participants:

Please refer to the list of attendees attached with this minutes

I. Introduction

The meeting was commenced with opening remarks from Mr. Humberto Pereira, ANP Procurement Manager, followed by welcome speech by Mr. Quintino Bere as the ANP Vice President and the project owner. Safety induction was carried out by Mr. Cesaltino Babo to ensure all the attendees are well aware of the emergency procedures in the ANP Office.

II. Presentation

Presentation during the pre-bid meeting was conducted by Mr. Roedi Yoeswandi of Bitar Enarcon Engineering.

III. Points of Discussion

Below are points of discussion during the presentation:

1. Tender Timeline

No.	Description	Due Date
1	Publication of Invitation for Bid	11 October 2024
2	Pre-bid Meeting (presentation and site visit)	22 & 23 October 2024
3	The deadline of request for clarification	01 November 2024
4	Issue for Addendum	08 November 2024
5	Submission and opening of bids:	
	a. The deadline of bid submission	22 November 2024, at 15:00 pm
	b. Opening of Technical Bids	22 November 2024, at 16:00 pm

No.	Description	Due Date
	c. Opening of price bids	03 December 2024, at 10:00 am
6	Evaluation, Beauty Contest, Negotiation and Notification to Award	23 November 2024 – 12 December 2024
7	Standstill Period	13 December 2024 – 22 December 2024
8	Pre-Award Meeting and Signing of Contract	23 December 2024 – 24 December 2024

2. Location

- The location of the project is in Hudi Laran, just behind the Agencia Desenvolvimento Nacional (ADN) building.
- The current elevation of the national library building is 100 m and will be elevated to 102.5 m. Masonry wall will be built around the elevated site.

3. Scope of Work

The National Library project is composed of 3 stages:

- Stage A: Detailed Engineering Design (DED)
- Stage B: Construction
- Stage C: Fit-Out

4. Instruction to Bidders (Section 1)

- Interested bidders are required to prepare technical and price bid which will be inserted into separated envelopes.
- Each interested bidders need to submit bid security 3% of maximum budget for the project.
- Sub-contracting must be based on the clear scope of work between the contractor and its sub-contractor.
- The bidders cannot sub-contracting the main scope of work of the NL project.
- The bidders need to refer to the section 4 (Forms) for the subcontracting authority.

5. Bid data Sheet (Section 2)

- Price quoted by the bidders shall be fixed and not subjected to price adjustment.

- The submission of technical bid and price bid must be consist of:
 - Technical bid: 1 original + 2 copies (either usb or cd)
 - Price bid: 1 original + 2 copies (either usb or cd)
- Maximum budget for the assignment including taxes, overhead, and profit is \$12.780.231,82. Any bid higher than max budget maybe disqualified.

6. Section 3: Evaluation & Selection Criteria

- Evaluation Process consist of two stages composed of:
 - First Stage (Technical bid), this stage is divided into two phases as follow:
 - First Phase (determine by basic bidding compliance to the Bidding criteria)
 - Second phase (will be based on technical evaluation criteria) max score will be 100 points, minimum passing points is 75 points. Bidders that not pass, their price bid will be returned unopened.
 - Second stage (technical bid + price bid) technical bid scoring will be 70% and price bid scoring is 30%

7. Section 8: Particular Condition of Contract

- The partical condition of contract will be based on FIDIC yellow book edition 2017 amendment 2022, the bidders is required to buy the book.
- The bidders must aware that the time of completion will be 2 years (730 calendar days)
- For project management schedule the bidder is required to use Microsoft Project or Primavera
- Employer's financial arrangement is from Eni with the total of USD 10 million and the rest will be provided by Government of Timor-Leste through Secretary of Estate of Arts and Culture (SEAC)
- Performance security applied for successful bidder is 10%
- Delay damage is one tenth of 1 %, and maximum is 10% and if exceeded the contractor will be subjected for termination.
- Total amount of advance payment is 20%
- Percentage of retention money is 10% or refer to performance bond money.
- Arbitration for Dispute and Adjudication will be using International Court of Chamber (ICC)

IV. Question and Answer during the pre-bid meeting

1. Question: Where the company can obtain the bidding documents?

Answer: The interested bidders must express their interest by sending ANP the letter of Interest (LOI). By doing so, ANP will register the company and send the bidding template for their references.

2. Question: Require more explanation on the bid security that need to be deposited by interested company.

Answer: The amount of bid security is 3% from the total maximum budget of the project (USD 12.780.231,82)

3. The panelist express their concern on the Timeline for the evaluating the bidding proposals that send by interested bidders.

Answer: VP stated that will make sure that all evaluation panellist members focus and concentrate in one place in order to speed up the evaluation.

4. Question: Can site visit to be arranged to another day, the Singaporean based company will travel to Dili in order to visit the site?

Answer: ANP will make sure that the interested bidders that cannot attend the site visit physically, can attend via online meeting.

V. Way forward actions

No.	Actions	Responsible by
1	Site visit to national library project location will be scheduled on 23 October 2024.	ANP
2	Site visit can be attended via online meeting. ANP will provide the link.	ANP
3	ANP will send out the meeting minutes and the slide presentation to the pre-bid meeting participants	ANP
4	ANP will only accept queries from the interested bidders no later than 01 November 2024	Interested bidders

Attendance List of Pre-Bid Meeting

C. Attendance List of Pre-Bid Meeting



City 8 Compound, Rua Has-Laran, Alcideia Fomento II, Suco Comoro, Dom Aleixo, Dili, Timor-Leste
PO Box 113, Telephone: +670 7309995 / 7309996 / 7309997

PROJECT NAME : NATIONAL LIBRARY PROJECT
PROJECT REF# : ANP/PROC/ITB/IX/24/001
DATE OF MEETING : 22 OCTOBER 2024
TIME OF MEETING : 09:00 OTL

PREBID MEETING

No.	Name of Company Representative	Company Name	Contact No.	Email Address	Signature
1	CS2 Company Henry Lin	CS2	71915519	csiddw@163.com	
2	F Herath - m.k	Ferres / Zhong Xi	78308731	kimberath@gmail.com	
3	Pt. Unqgul Brata	Iman Herdyantho	76068690	imanjey@gmail.com	
4	Jaime Da Silva	WATSON, J.V. - DSS Baza	77433460	Jaime D-S	
5	Maoni Soh	Mtwp. Hefy Construction, Uta JV Fertima 3 Fert, Uta	77398004	maonish79@gmail.com	
6	Jorge Celardino	ROCKY CONSTRUCTION, LDA	77443144	rockyconstruction@gmail.com	
7	Ayutino Manan	CASTRONIS 1988 PT	77249070	ptc	
8	-	Be Peta Kaulunk up da	-	-	
9	Celestino de Jesus Guterres	Hangxi nuo jin sian sluc	7659410	-	
10	CEE WAG	CECC	78057878	cecc.timorleste@gmail.com	
11	IPOLID SEUS	Bahari TL Unip. Uta	77369615	ipolidosous@gmail.com	
12	Edrito Tavoras	Piras Architects Unip Lda	77085497	piras-architects@gmail.com	
13	Villy	Dalxlan unip. Lda	78454708	-	

No.	Name of Company Representative	Company Name	Contact No.	Email Address	Signature
14	Gervasio Domingos Salvador	PT. LEO JAYA KONSTRUKSI INDONESIA	77199189		
15	Jessie	China Nuclear Technology and	7822220	cai22.intimor@yeah.net	
16	Martinho José Gomes	SG (Socaris Guitardes) Lda	75900906	martinhogomes493@gmail.com	
17	Leonel Carlos	PT BUDI SIAK MATAM (BSM) JV			
18	Lin Chen	PT. Kubana Pratama Indonesia	7855585	LeonelCarlos27@india.com	
19		Grupo Construção Internacional	74774397	gpi@construcao.com	
20	Aracelis A.M. de Jesus	Mojer Enterprise Unip Lda	73710555	mgjese@protonmail.com	
21	ANGELBERIO E.M. MUNIES	VICO CONSTRUCTION PTE LTD	7703 6528	numesangelberto23@gmail.com	
22	Irma E. de Oliveira	SEAC			
23	Jamari R Galon	ETAC	77852000		
24	Hub Karimi	AFCC	74089180		
25	Bai Xuequn	CCSFC	77997713	1940326@ccsfc.com	
26	Herath K.M.	FLH / Zhong Xi Energy	78308231	koerthi@dutchbrooks.com	
27	ROEDI. Y	BITA Bondung	011.2000047	roedi.yadwani@bib.co.id	
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Project Name : NATIONAL LIBRARY PROJECT
 Project REF# : ANP/PROC/ITB/IX/24/001
 Location of Site Visit : Avenida de Hudi-Laran, Dili, Timor-Leste
 Date & Time : 23 October 2024 (10:00 OTL)

SITE VISIT

No	Name of Company Representative	Company Name	Contact No.	Email	Signature
1	Cui Zhongyu	CCGCC	74465071	cuizhongyu@ccgcc.com.cn	<i>Cui Zhongyu</i>
2	Azila Alves	Mogjes Enterprise (Pvt) Ltd	74371493	mogjesenterprise@gmail.com	<i>Azila</i>
3	Henry Lin	CS2 company	75915119	csiddw@163.com	<i>Henry Lin</i>
4	Embrath K.M	Fortress Lmle / Zonhuoxi	78308731	Embrath0@gmail.com	<i>Embrath</i>
5	HENDRA	PT. LOE JAYA KONTRUKSI	6281140000261 77199184	adm.Loejaya.konstruksi@gmail.com	<i>Hendra</i>



6	Villy	Dua Belan Grup. Lda	78454708	Villy-meneze55@gmail.com	Villy
7	Celestino	Jiangxi mao jinjian SHe	76559910	mngto2108@gmail.com	Caif
8	ANGELEBERTO E.N. NUNES	VICO CONSTRUCTION. Pte. Ltd	7703 6528	Nunesangelberto23@gmail.com angelberto@vico.com	Ang.
9	Jonas Herdegartho	PT Usqgul Brata	76068690	imonpic@gmail.com	No
10	Martinho José Gomes	SG (Sears Grijns) Lda	75909906	martinlogomas493@gmail.com	mlp
11	Naomi Sobu	International Hefu Construction JV Fortuna Star. Lda	77528604		Na.
12	Eduardo Ramos	ROCTY Construction Lda.	75642598	roctyconstruction@gmail.com	Ed.
13	Leonel Caldas	PT. Bumi Sat Makmur (BSM) JV PT. Kubana Pratama Indonesia	77596000	leonealcaldas23@gmail.com	Le.
14	Agostinho	Citrodato PT	77247070	laur460@gmail.com	Ag.
15	Liz Unon	Grupos Geocaping International	77474337	gfpilonsbunton@gmail.com	Liz
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Question and Answer



City 8 Compound, Rua Has-Laran, Aldeia Fomento II, Suco Comoro, Dom Aleixo, Dili, Timor-Leste
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D. Question and Answer

The Bidders submitted their written queries from time to time till 01 November 2024 and the replies thereof, in writing

NO.	QUESTION	ANSWER
1	According to section 3 Evaluation and Qualification Criteria (EQC), the proposed personnel in this project shall be able to communicate and use the official language of Timor-Leste, which, according to some reliable sources, are Tetum and Portuguese. It is kindly requested to clarify whether our proposed personnel are eligible if they can only communicate and use English while we engage translators who may use and communicate with Tetum and Portuguese as part of our Local Content Plan.	the Proposed option to engage the Translator is acceptable
2	According to Section 1 ITB, clause 35, the currency(ies) of the Bid for evaluation and comparison purposes shall be converted into a single currency as specified in the BDS. However, in the BDS, the note “not applicable” appears in relevant columns. It is kindly requested to clarify which currency shall prevail in the bidding documents	The Quoted Price should be in UNITED STATES DOLLAR (USD) as stated in the ITB Art. 15.1 and in the BDS Art. 15.1
3	We are yet to find any interim payment clause in Section 1 ITB, as the note “not applicable” appears in clause 14.3 in the BDS document and no other clause define the payment method. Please kindly advise.	The interim payment will be made based on the progress achievement that will be defined and subjected the Contract Negotiation Please refer to Response no. 6 below.
4	Could you please kindly send the minutes of the meeting of the pre-bid meeting dated on 22nd October 22, 2024 to us?	Already shared by Employer
5	Regarding the Bid Security, Section 2: Bid Data Sheet F Award of Contracts ITB47of the Bidding Documents requires the Bid Security amount to be 3% of the Bid amount. Considering the time for applying and issuing the security, is it possible for us to apply for the Bid security to be 3% from your maximum budget amount(USD 12,780,231.82), which will definitely cover the 3% of our Bid amount?	Yes, Bidders able to use 3 (three) percent from Maximum Budget that stated in the BDS (Special Clause)
6	Regarding Interim Payment, Section 8: Particular Conditions Part A-Contract	There is a Schedule of Payments in accordance with Sub- clause 14.4. The

NO.	QUESTION	ANSWER
	Data 14.3, 14.6.2, 14.7(b)(i), 14.7(b)(ii) of the Bidding Documents indicate that the interim payment, the minimum amount of the interim payment, and the period of the interim payment are not applicable. Applicable. Could you please provide further clarification on the amount and period of the interim payment?	progress payment will be made based on the progressive achievement that will be defined and subjected to the Contract Negotiation. The payment will be made in accordance with the Schedule of Payments towards the cost of the detailed engineering design, construction and fit-out of a National Library in Dili, Timor-Leste.
7	Regarding the BOQ, some information in the BOQ have been crossed out, may I ask if this is the final electronic version of the existing BOQ? If not, could you please send us another copy of the final electronic version of the BOQ.	If you refer to the BoQ in pdf file where some information in the BOQ have been crossed out, please check the Electronic/ Native File for the BoQ in excel file that has been provided by the Employer. If you refer to item #5 of the A. General Requirements, and item # B5 of the B. Site Utility Work of the Section 4 BOQ (page 7, page 9 of BOQ pdf.file), then we confirm that these two items are <u>not for quoted.</u> Note: The indicative BOQ is provided by the Employer is for competitive purpose. However, it is the responsibility of the Bidder to complete the project in all respects to the satisfaction of the Employer with the quoted price.
8	Could you please specify Proposed design deliverables From Section 4: Bidding Forms - Form TP-3? What specifically should we submit in accordance with 2. Proposed design deliverables? Does the technical bid require the bidder to provide drawings for the next phase of design?	Bidder has to explain/ describe in every single activity and Bidder have not required to provide the drawing for the next phase
9	The drawings in the Bidding Documents are in pdf version, could you provide full set of drawings in cad version?	Already shared by Employer. The Employer cannot provide CAD in the bidding process. CAD will only be provided to the successful contractor.
10	According to ERQ Section 6-A, 6.3.1, Article 2, please clarify whether a detailed survey is required? If not, please provide a detailed survey report for the project?	The Employer will provide to bidders the Site Survey Report that has been produced during conceptual design stage. The Report provides basic information related to survey activities, including geotechnical investigation from 3 boreholes using SPT method, topographical and mapping of the site. The Topography survey that required for the DED (Detailed Engineering Design) is under Contractor's Scope, for Soil

NO.	QUESTION	ANSWER
		<p>Investigation Report available in previous Site Survey Report and will be provided by Employer.</p> <p>Ground water availability survey is also under Contractor's scope of Works.</p> <p>Additional soil investigation (SI) for conducting DED is become contractor's consideration whether the previous SI report is enough or not.</p>
11	<p>The building is close to the coast, and the sea breeze requires special attention to the corrosion resistance of the structure. In the current design, the strength of the beam and column concrete is C25~C30, which is low, and it is recommended to change to C40-45.</p>	<p>This is a Design and Build (DB) Project; therefore, Bidders shall quote for the entire Design and Build - Works on a "single responsibility" basis such that the total lump sum Bid Price, covers all the Contractor's obligations in respect of the design, delivery, construction and completion of the Works.</p> <p>This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning (as applicable) of the Works..</p> <p>The DB Contractor shall responsible that all designs shall take into account all site and surrounding conditions including attention to corrosion measurement.</p>
12	<p>Considering that this project includes design, the engineering quantity should be the tentative engineering quantity, please confirm whether the project settlement is based on the actual completed engineering quantity.</p>	<p>This is a Design and Build (DB) Project with a Lum sump contract. The sub-sections of the Section 6 - Employer's Requirement (i.e. Scope of Work, Drawings, Specification, Bill of Quantity with unit of measurement and quantity including Site Survey Report are produced during conceptual design stage. This bidding requires bidders to submit administrative, technical and financial proposals for carrying out detailed engineering design, construction, and fit-out of National Library of Timor-Leste. The DB Contractor shall responsible that the DED and actual quantities are within the DB Contractor's budget, unless the Employer requests to revise the concept design during execution of the work</p>
13	<p>Shall the on-site water supply be municipal water supply or groundwater, and the electricity supply be municipal power supply or others? If municipal water supply is used, where is the access point?</p>	<p>For Construction activities can provide by Contractor and the access point of Municipal water / power supply can be coordinated with Employer.</p> <p>For operational of the NL Building, the</p>

NO.	QUESTION	ANSWER
		contractor shall provide ground water supply. Please check Q/A No.10
14	Why did the main contractor, Shanghai Construction, stop in 2017 (when Shanghai Construction is among the top 16 construction companies in China)? and replaced by WIKA (Wijaya Karya) but also stopped in 2020, with the reason and question of why this could happen? The issue we heard is because there is no clarity in finances and payments to the two main contractors, is that issue true?	This question is irrelevant with the Tender Document, please refer to Section 2: Bid Data Sheet (ITB 2.1)
15	Can the Government of East Timor or the Owner of ANP provide a Bank Guarantee or a letter of credit as a guarantee for the winning tender company? And can be linked bank to bank with the winning tender bank.	<p>The construction payments to the selected contractor will be fair, transparent, and faster.</p> <p>However, as per Employer Procurement policy, the Employer cannot provide a Bank Guarantee or a letter of credit as a guarantee for the winning tender company.</p>
16	Can the down payment be set at 30% and before the tender winner executes the project?	As per Timor-Leste Law and as per ANP Procurement policy the Advance Payment cannot be more than 20% of the contract amount.
17	Payment system with progress and what is the flow or administrative procedure? How long does the payment take since the invoice was issued?	Please refer to FIDIC Yellow Book 2017 2nd edition amendment 2022, Clause 14.4
18	Can Bid Security be issued by banks in Indonesia?	<p>Advised to be issued by Local Bank. In case the bank issuing the Bid Security is located outside Timor-Leste, it shall have a correspondent bank or financial institution located in the territory of Timor-Leste to make the guarantee enforceable.</p> <p>The guarantee must be in the form of a bank guarantee, not insurance or surety.</p>
19	Regarding the tender organizer, why was ANP appointed? where the budget holder is KAFI who should just hold the tender?	This question is irrelevant. Please refer to the sub-clause 2.4 of the Section 8.
20	Bank Garansi Advance Payment Guarantee Can it be issued by banks in Indonesia and guaranteed by insurance?	20 % (twenty percent) of the Accepted Contract Amount payable in United States Dollars. Amount is payable after receiving the Advance Payment Certificate for the sum of 5 (five) percent of the Accepted Contract Amount, Advance Payment Guarantee of an equal amount and Performance Security.

NO.	QUESTION	ANSWER
		<p>In case the bank issuing the Advance Payment Guarantee is located outside Timor-Leste, it shall have a correspondent bank or financial institution located in the territory of Timor-Leste to make the guarantee enforceable.</p> <p>The guarantee must be in the form of a bank guarantee, not insurance or surety.</p>
21	Can a performance bond be issued by banks in Indonesia and guaranteed by insurance?	<p>Advised to be issued by Local Bank. In case the bank issuing the Performance Security is located outside Timor-Leste, it shall have a correspondent bank or financial institution located in the territory of Timor-Leste to make the guarantee enforceable.</p> <p>The guarantee must be in the form of a bank guarantee, not insurance or surety.</p>
22	Delay Damages for the works (Apakah bisa diperjelas tentang bagian ini)	<p>Please refer to Clause 8.8 of General Condition of Contract Particular (FIDIC Yellow Book 2017 2nd edition amendment 2022) and Particular Conditions (Section 8 – Part A).</p> <p>Contractor pays 1/1000 of Accepted Contract Amount for each day when the project exceeds the agreed completion date.</p>
23	Maximum amount of Delay Damage (Apakah bisa diperjelas tentang bagian ini)	<p>Please refer to clause 8.8,</p> <p>The total amount due under this Sub-Clause shall not exceed the maximum amount of Delay Damages stated in the Contract Data.</p>
24	Total Amount of Advance Payment (Apakah bisa diperjelas tentang bagian ini)	<p>Advance Payment Guarantee is 20 (twenty) percent of the Accepted Contract Amount payable in United States Dollars. Advance Payment Amount is payable within 45 days in two stages after receiving the relevant Advance Payment Certificates for the sum of 5 (five) percent and 15 (fifteen percent) of the Accepted Contract Amount.</p> <p>Please refer to response No. 16</p>
25	Financing charge for delay payment (Apakah bisa diperjelas tentang bagian ini)	<p>Please refer to Clause 14.8 of Particular Conditions (Section 8 – Part A).</p> <p>will be defined and subjected the Contract Negotiation. The annual rate of 3 (three) percent of claimed amount</p>

NO.	QUESTION	ANSWER
26	<p>19.1. 19.2. Permitted Deductible Item- (Apakah bisa diperjelas tentang insurance pada bagian ini?) Can we have the explanation on this Sub-Clause?</p>	<p>A deductible is the amount of money that you are responsible for paying toward an insured loss.</p> <p>This contract has zero-deductible insurance means Bidder selected coverage options that don't require Bidder to pay any amount up front toward a covered claim.</p>
27	<p>Herewith, we would like to request the following information of technical data as: 1.Sounder Test. 2.SoilTest 3.Topografi.</p>	<p>Employer will provide Site Survey report to bidders. The Topography survey that required for the DED (Detailed Engineering Design) is under Contractor's Scope, for Soil Investigation Report available in previous Site Survey Report and will be provided by Employer Please refer to response no. 10 above</p>
28	<p>Can we get a soft copy of Slide Presentation in Preebid Meeting today ?</p>	<p>Noted & Will be shared by the Employer's procurement team to all bidders</p>
29	<p>What are the accepted methods of submitting bid security for a foreign company like ours?</p>	<p>In case the bank issuing the Bid Security Guarantee is located outside Timor-Leste, it shall have a correspondent bank or financial institution located in the territory of Timor-Leste to make the guarantee enforceable. Please refer to response no. 18</p>
30	<p>Can the bid security be issued by a Singapore-based financial institution, or does it need to be from a bank or surety provider in Timor-Leste?</p>	<p>In case the bank issuing the Bid Security Guarantee is located outside Timor-Leste, it shall have a correspondent bank or financial institution located in the territory of Timor-Leste to make the guarantee enforceable. Please refer to response no. 18</p>
31	<p>Are there specific submission procedures or documentation requirements we need to follow to ensure proper submission of the bid security?</p>	<p>In case the bank issuing the Bid Security Guarantee is located outside Timor-Leste, it shall have a correspondent bank or financial institution located in the territory of Timor-Leste to make the guarantee enforceable. Please refer to Section 4 Bid Security Guarantee form. Please refer to response no. 18</p>
32	<p>Question: Does this project provide geotechnical, hydrogeological, or other relevant preliminary data, or will the Contractor conduct its own monitoring and then refine the design?</p>	<p>The Topography survey that required for the DED (Detailed Engineering Design) is under Contractor's Scope, for Soil Investigation Report available in previous Site Survey Report and will be provided by Employer. Additional soil investigation (SI) for</p>

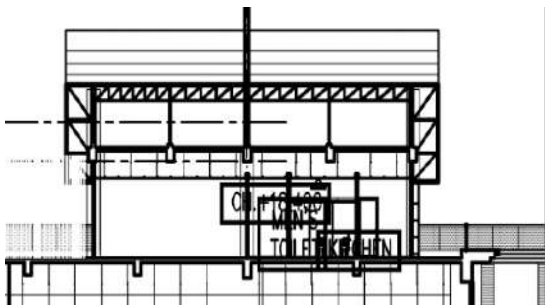
NO.	QUESTION	ANSWER
		conducting DED is become contractor's consideration whether the previous SI report is enough or not Please refer response no. 10 above
33	Question: Is there a need for special design, including depth and requirements, specifically for acoustics, lighting, secondary MEP, BIM, green building, and prefabricated construction?	It is the responsibility of the DB contractor to design and construct the project to the satisfaction of the Employer including any special design. The DB Contractor shall fulfill a given design criteria. All design will be reviewed by the awarded Construction Management Consultant
34	Question: The decoration effect scheme is not shown in the conceptual scheme. Is the Contractor responsible for the scheme design and further design of this part?	Can be checked in the detail drop off drawings, the detailed design is needed to be done by successful Contractor. Refer to Section 6A- Scope of Work (page 5), this is a Design & Build Contract, so the successful Contractor will compose of a team with the relevant competencies required for a single design and construct activity for the duration of the project, providing one point of contact from contract execution through the design, build and fit-out phases.
35	Question: Lots of standards and codes are listed in the table to guide detailed engineering design. Please clarify which one standard is the main standard to be applied for each purpose.	Please check in Scope Of Work Art. 6.4, there is a table that indicates the Code & Standard for each purposes. Bidders are required to apply one of the listed standards and codes.
36	Question: Can the bidder revise this paragraph in the form of Bid Security Bank Guarantee and write the exact expiry date as 18 June 2025 (22nd November 2024+180+28)?	Yes
37	In Section 8 - Particular Condition of Contract (PCC), 1.1.86 Time for completion is maximum 2 years Question: Shall the bidder compress the project duration in the technical proposal?	Yes, it depends on the contractor's D&B strategy and will be evaluated for its logical sequence, resource plan, etc. Please refer to TP-3 of the Section 4, where the bidders are required to outline a narrative description of the Schedule, including the compression of the project duration.
38	In Section 4 Bidding forms (Page 48), 7. The Contingency amount is fixed and the execution is subjected to the prior approval of the employer (project owner). Question: in Bill of quantities, the bidder cannot find item as Contingency.	Remove item # 7. There is no Contingency Amount is dedicated to this project.

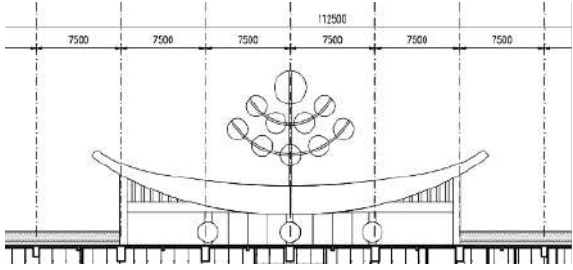
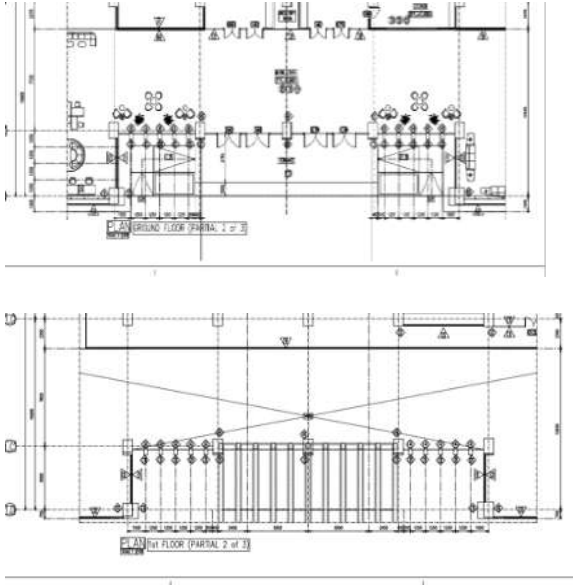
NO.	QUESTION	ANSWER
39	<p>In Section 1 Instruction to Bidder, Clause 7.1 indicates that the bidder can raise inquiries no later than 7 (seven) calendar days prior to the deadline for submission of bids. Clause 7.5 indicates that: The Bidder is requested to submit any questions in writing, to reach the Employer not later than three (03) weeks before the bid submission.</p> <p>Question: the deadline is different indicated in these two clauses. Please clarify.</p>	<p>The submission of queries/ clarification will due in 1 November 2024</p>
40	<p>In Section 1 Instruction to Bidder, 21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 25.7. But in Section 2 BDS, the date is TBA.</p> <p>Question: Please indicate the date for the bidder to write warning on the inner envelope.</p>	<p>The Date is not required as it subject to Panels Evaluation. The bidders must write the warning "NOT TO OPEN" of the bid price in the inner envelopes before the submission date.</p>
41	<p>In Section 3 - Evaluation and Qualification Criteria (EQC), Page 14, The Bidders shall plan a monitoring program including HSE performance reporting, inspections (by Principal and its nominated contractors) and incident reporting</p> <p>Question: who's the Principal?</p>	<p>Should be Employer instead of Principal The Employer is the Autoridade Nacional do Petróleo (ANP) Timor-Leste</p>
42	<p>We would request for clarification: if the Employer will provide the BOQ list for this project, or the contractor make the BoQ according to their own design.</p>	<p>For your tender submission, please use the Electronic/ Native File for the BoQ in excel file in the Section 4 that has been shared by the Employer.</p>
43	<p>If we are allowed to calculate the bid security as 3% of the maximum tender price, could you please confirm this interpretation?</p>	<p>The Employer confirmed that the bid security is 3 (three) percent of the Maximum Budget that stated in the Special Clause of the Section 2 - BDS. <u>Please note that the Employer will amend the ITB 47 of the Section 2.</u></p>
44	<p>If there is a specific amount that we should use for the bid security, could you provide us with that figure?</p>	<p>Please refer to the Special Clause of the Section 2 - BDS, for the amount to be used for the bid security. The bid security is 3 (three) percent of the Maximum Budget that is stated in the Special Clause of the Section 2 - BDS. <u>Please note that the Employer will amend the ITB 47 of the Section 2.</u></p>
45	<p>We noted there are different standards and codes shown in bidding documents, that is,</p>	<p>Please check/ refer to Scope Of Work Art. 6.4, there is a table that indicates the Code</p>

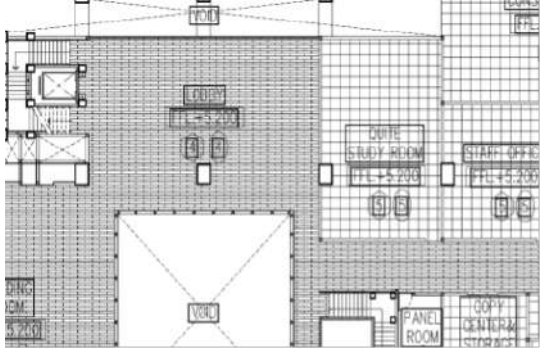
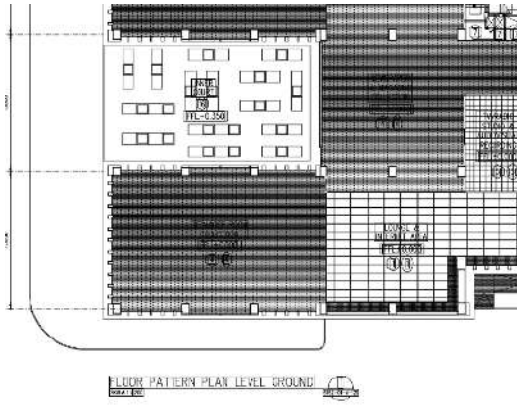
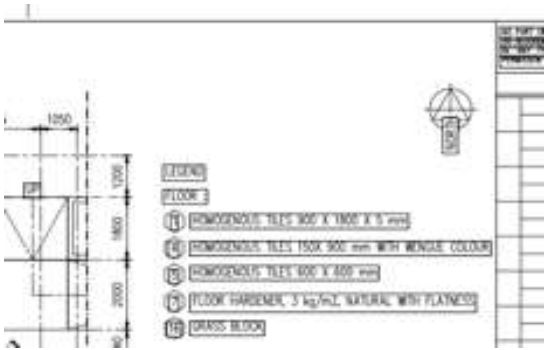
NO.	QUESTION	ANSWER
	AS standards, NZS standards, Eurocode , BS standards, AISC standards etc. So for the design of the project should meet all these standards and codes, or to use one of the above listed standards or codes for guiding our design?	& Standard for the respective item. Bidders are required to apply one of the listed standards and codes.
46	ITB 47 Bid Security Guarantee only specify that the bidder must furnish with the bid security, our question is this bid security must be issued by a bank which shall have a correspondent bank or financial institution located in the territory of Timor-Leste or not? Please to confirm it ASAP, thanks!	In case the bank issuing the Bid Security Guarantee is located outside Timor-Leste, it shall have a correspondent bank or financial institution located in the territory of Timor-Leste to make the guarantee enforceable. Please refer to response no. 18
47	One month working time for preparing the bid both develop the project design and make the survey is too short, is there any existing geological survey report can be shared or the project owner can provide the for the proposed construction site?	Employer responses: 1) Employer will provide to bidders the Site Survey Report that has been produced during conceptual design stage . The Report provides basic information related to survey activities, including geotechnical investigation from 3 boreholes using SPT method, topographical and mapping of the site. 2) Bidders are not required to develop the project design and do survey, but using the time given to prepare proposal and submit to Employer by 22 November 2024. Please refer to response No. 10
48	Request for extend the bid submission for one month due to the very short working time for design	Rejected
49	"In Section 4 Bid Forms Page 48, it is stated "5.1 The quantities given in the Bill are only approximate. In no sense shall such quantities be considered as limiting or extending the amount of the work to be done by the Contractor and of the materials to be supplied by him. The Contractor shall be responsible for checking quantities and for making any necessary site investigations prior to placing his order for materials." In Section 1 Instruction to Bidder Page 15, it is stated ""14.8 The Bidder shall be responsible for the quantity and quality for any missed items of work for the completion of each milestone and no variation is entertained in the contract due to the site condition or for any other reasons for missed Quantities and Items of Work.	Bidders cannot amend the quantities defined in the BOQ nor inserting more items or another/ additional items in the BoQ. In case bidders identify and find out different quantity in the BOQ, then please clarify and bring it to the attention of the Employer.

NO.	QUESTION	ANSWER
	<p>Question: Based on the information from Section 4 and Section 1, can the bidder revise the bill in Section 4 - Bill of Quantity such as by amending the quantities and inserting more Items of Work after analysis of the tender documents? If yes, please provide the bidder with the Bill of Quantity in unlocked format. The current version is of locked format and we cannot insert any column or any row.</p>	
50	<p>In Section 1 Instruction to Bidder Page 29, it is stated "39.3 If the bid unit price is greater than 110% (one hundred and ten percent) of the unit price stated in the Owner Estimate, clarification will be carried out. If after clarification it turns out that the unit price is unbalanced, then the bid unit price only applies to the volume of work according to the BOQ"</p> <p>Question: Please provide the Owner Estimate.</p>	<p>Unfortunately, the Employer cannot provide the Owner Estimate to you. As it is stated that if your bid unit price is greater than 110%, the Employer will ask you to provide your unit price analysis for justification and for Employer's evaluation. In case your bid unit price is considered unbalance, then the Employer's unit price shall be used. The Employer only provide the Maximum Budget that stated in the BDS (Special Clause)</p>
51	<p>Whether the design deliverables required to be submitted in the technical standards can be refined (e.g., interior design area confirmation of the project, effect requirements, etc.)</p>	<p>Yes, Bidder can refine the technical Standard</p>
52	<p>What are the specific contents of the owner's existing project concept design documents?</p>	<p>The Drawings, Specifications and BoQ that you are assessing in the Section 6 - Employer's requirements in this tender are the product of the Conceptual Design Stage. If you are successful in this tender, then you will need to do detailed engineering design, carry out construction, including fit out the NL building. If this doesn't answer your queries, then please clarify / specify your question.</p>
53	<p>ITB 11.2(f) The Bidder shall submit with its Technical Bid the following additional documents:</p> <p>Reply: Number 1 and 3 clearly need to be translated, do the rest need to be translated</p>	<p>If not provided in English, need to be translated in English</p>
54	<p>4.19 Period of payment for temporary utilities The Contractor shall be responsible for making his own arrangements at his own cost to obtain supply of water telecommunications, electricity or gas and any other services the Contractor may require for the execution of the Works. No temporary utilities are</p>	<p>Yes, Employer will only facilitate communication with relevant entities to ensure obtaining of supply of water, telecommunications, electricity or gas and any other services the Contractor may require for the execution of the Works.</p>

NO.	QUESTION	ANSWER
	<p>envisaged to be provided by the Employer.</p> <p>Reply: The Contractor shall be responsible for making his own arrangements at his own cost to obtain supply of water telecommunications, electricity or gas and any other services the Contractor may require for the execution of the Works. No temporary utilities are envisaged to be provided by the Employer (the Employer should provide assistance to obtain the above supplies).</p>	<p>However, the final responsibility is with the DB Contractor.</p>
55	<p>8.8 Maximum amount of delay damages The maximum amount of the delay damage for the whole of the works is 10 %(Ten percent) of the Accepted Contract Amount</p> <p>Reply : The maximum amount of the delay damage for the whole of the works is 5 %(Five percent) of the Accepted Contract Amount</p>	<p>Rejected, the maximum amount of the delay damage for the whole of the works is 10 % (ten percent) of the Accepted Contract Amount.</p>
56	<p>Period for payment of Advance Payment to the Contractor An advance payment of 5 (five) percent payable within 30 calendar days of contract execution and a second payment of 15(fifteen) percent upon successful completion of detailed design, Advance payments will be offset by an unconditional bank guarantee.</p> <p>Reply : An advance payment of 10 (ten) percent payable within 30 calendar days of contract execution and a second payment of 15(fifteen) percent upon successful completion of detailed design, Advance payments will be offset by an unconditional bank guarantee</p>	<p>Rejected 10 (ten) percent payable within 30 calendar days..., Employer's responses: 1) Employer will amend the Sub-clause 14.2 and to be aligned with sub-clause 14.7(a) - Period for payment of Advance Payment to the Contractor</p>
57	<p>ITB 47 The Bidder shall furnish a bid security in the amount of 3 (Three) Percent from Bid Amount The bid security shall be valid for 28 days beyond the original validity period of the bid.</p> <p>Reply : The Bidder shall furnish a bid security in the amount of 1 (One) Percent from Bid Amount The bid security shall be valid for 0 days beyond the original validity period of the bid or three months.</p>	<p>Rejected. Please refer to the Special Clause of the Section 2 - BDS, for the amount to be used for the bid security. The bid security is 3 (three) percent of the Maximum Budget that is stated in the Special Clause of the Section 2 - BDS. Please note that the Employer will amend the ITB 47 of the Section 2.</p>

NO.	QUESTION	ANSWER
58	Pls confirm items in Bill of Quantities that were strike-through (i.e. Items A.2.5 Temporary Fence and B.5.2(i) Cable from Existing to Panel MVMDP, N2XSY 3x1x35mm ² in General Requirement and Site Utility Work) are not included in the Scope of Work and need not to be priced.	For Item A. General Requirement, A.1.5. "Temporary Fence" and B.5.2"(i) Cable from Existing to Panel MVMDP, N2XSY 3x1x70mm ² " Contractor doesn't need to include the unit price (because this item is outside the scope of the contractor). Note: Bidders shall include the Bid Price/Proposal in the Electronic file (by returning the Excel file which has been filled in with the Unit Price)
59	Pls Confirm if steel casing CS Pipe Ø400mm x t=16mm for RC bored piles are permanent or temporary that can be removed after concrete works	It is Temporary and can be removed after finish with the concrete work
60	According to the architectural drawings, the structural drawings are missing. There is no +5.200 floor beam and slab structural drawing available.	the 1st Floor level for Structure Drawing will be provided & will be attached in the Addendum: Drawing No.: 5152-01-S-0202) Note: If there is a difference in level indication between structural drawings and architectural drawings, because there is a ceramic component in the architectural drawing, then in the structural drawing there is a decrease of 5 cm which makes the elevation indication in structural drawings in will be lower than architectural drawing.
61	Construction drawings + Floor 19.2 has steel structural columns, but the structural drawings do not indicate the type of steel structural columns and do not provide detailed information on the dimensions, material type, and construction methods of the steel columns that are obstructed 	The drawing is an architectural drawing and the section is a light steel structure drawing. Thus, the structural drawing is not depicted, (Please refer to the Scope of Work and the " Design & Build Contractor " to provide the Detail Design Drawing)
62	For this structure, both the architectural and structural drawings include detailed plans and sections that show dimensions, connections, and other specific details	Employer only provide the Conceptual design and the "Design & Build Contractor" to provide the Detail Engineering Design Drawing (DED)

NO.	QUESTION	ANSWER
		
63	<p>There are exterior wall facades on the drawings, but the structure and architecture are not detailed enough to explain the specific methods used. It may be necessary for our company to find a professional curtain wall unit to conduct further design. The curtain wall includes glass, marble, and aluminum panels.</p>	<p>Employer only provide the Conceptual design and the "Design & Build Contractor" to provide the Detail Engineering Design Drawing (DED)</p>
64	<p>The "VOID" area refers to a space that is not part of the building's structural framework. It is important to confirm whether there are any balconies or other structural elements in this area, as both the architectural and structural plans indicate that there is a building element on the ground floor, but from the second floor onwards, there is a direct "VOID" with no node description. This area needs to be confirmed.</p> 	<p>The balcony or floor in the area is on the roof floor (FFL +15,600). In the first floor plan drawing, the area is marked void because the floor at that elevation does not have a balcony or roof/floor covering component. For reference please also see the drawing no. 5152-01-A-301, there is an indication for railing balcony</p>
65	<p>There exist two types of floor tiles on the floor, and the way of their splicing is not introduced. The type of splicing needs to be confirmed.</p>	<p>Both types 4 & 5 are separated by the Wall no need splicing, for the splicing at the Door area contractor can provide and subject to Engineering Approval.</p>

NO.	QUESTION	ANSWER
		
66	<p>No introduction of the ground materials for the INNER COURT on the left side of the first floor is provided.</p>  <p>FLOOR PATIERY PLAY LEVEL GROUND</p>	<p>please see drawing no. 5152-01-A-401 there is an indication for the floor Type. Ground material uses Grass Block</p> 

E. Attachments

Attachments