



CLARIFICATION NO.5/ ESCLARECIMENTO N° 5

Date: 26 February 2026 / Data: 26 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.5 as enclosed.

Please acknowledge receipt of this Clarification No.5

Enclosed: *Clarification No.5.*

Prezados Candidatos,

Emite-se, pela presente, um conjunto de esclarecimentos às peças de procedimento referentes ao projeto em epígrafe designado como “Esclarecimento n.º 5”, conforme anexo.

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

Anexo: *Esclarecimento n° 5.*


Hermingardo A. Soares
Diretor-Executivo da CNA





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Date: 26 February 2026

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

No.	Questions	Responses
1.	<p>Clarification No-3. 02 February 2026, Items 43: Original wording “1-minute sampling shall be applied only to instrumentation measuring between 10-300m WD. Out of this range solitons are unlikely to occur. It should be also considered that for ADCP the 1-minute sampling could entail an increased battery consumption”</p> <p>and Clarification No-4. 20 February 2026, Items 30 & 85: Original wording “...a separate seabed mooring with an upward looking Long Range ADCP averaging at 5 minutes... 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 reapid current fluctuations (Bidder shall reference Table 3-2):</p> <ul style="list-style-type: none"> ▪ SU-NCM-01 ▪ BU-NCM-01 ▪ SH-DWB-01* ▪ SU-NCM-02 ▪ BU-NCM-02 <p>---</p> <p>There appears to be some contradictory information between these two Clarifications. Please confirm only Soliton measurements need to be considered at the following moorings</p> <ul style="list-style-type: none"> ▪ SU-NCM-01 ▪ BU-NCM-01 ▪ SH-DWB-01* ▪ SU-NCM-02 ▪ BU-NCM-02 <p>And all other moorings (primarily deepwater and nearshore Timor-Leste) do not need to be configured for soliton measurement.</p> <p>Also, please confirm that the ADCP averaging period shall be 1-minute (or maximum 2-minute as per IOGP 607), as 5-minute is considered too long an averaging period to adequately identify soliton events.</p> <p>And confirm that sampling interval (not averaging) shall be as indicated in IOGP 607.</p>	<p>Employer confirms Clarification 4 supersedes Clarification 3 – Item 43 (which shall be disregarded).</p> <p>To clarify, SH-DWB-01 is not part of the soliton detection equipment, noting the * applied in clarification No. 4, Item 85.</p> <p>SH-DWB-01 The separate mooring with upward looking ADCP and a punctual current meter at 1 m above seabed <u>may</u> substitute the ADCP downward looking installed on the wave buoy at mooring SH-DWB-01. Only for this ADCP (most probably a long range low frequency ADCP) the 5 minutes average could be allowed due to battery consumptions.</p> <p>Pipeline-Specific Deployments All the other ADCPs fitted to the listed moorings (i.e. SU-NCM-01, SU-NCM-02, BU-NCM-01, BU-NCM-02) shall be nominally configured to record 1-minute sampling intervals but may be configured at up to 5-minute sampling intervals if 1-minute is too energy demanding.</p>
2.	<p>How are emergency field visits dealt with in regard to payment?</p>	<p>Employer refers the Bidder to:</p> <ul style="list-style-type: none"> • Section 6.3.4.3 of RFB Tender-RFP/216/MPRM-2025, Section VII



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	<p>Emergency visits may be required to recover and redeploy a drifting mooring or rectify data logging and transmission on real time equipment.</p> <p>Are these visits to be treated as a contract variation or should cost of emergency visits be included in the pricing schedule?</p> <p>If costs are to be included in pricing schedule, please advise where in the schedule they should be included or is new pricing schedule is required?</p>	<p>– Terms of Reference, Detailed Marine Survey Specification 214299-PL-SPE-001</p> <p>Bidders are required to utilize robust and proven mooring design configurations for all equipment. This approach is essential to minimize the need for emergency interventions, such as field visits, as well as to reduce the risk of data logging and transmission loss.</p> <p>The Employer will not provide payment for emergency field visits. It is the sole responsibility of the Bidders to guarantee continuous data acquisition, as specified in the Scope of Work and Specification Documentation.</p>
3.-	<p><i>GCC 12.2:</i></p> <p>New clause:</p> <p>Subject to Articles 11.1 and 11.2 the Contractor’s total liability to the Employer shall not exceed 100% of the Contract Price. Neither party will be liable to the other for loss of actual or anticipated revenue or profits, increased capital or financing costs, or increased overheads or operational costs or any other indirect, special, consequential, or punitive damages or loss arising from or in connection with the Works or Contract and howsoever arising under any indemnity, statute, contract, tort (including negligence), or otherwise at law.</p> <p>Rationale:</p> <p>To promote a proactive approach to risk management by all parties and an equitable allocation of risks, we require a known limit of liability. It is in the interests of all parties to agree to an appropriate to limit, having regard to the scope of works, risk, complexity, likely damage and fee. The amendment provides the parties with a commercial level of risk and liability in relation to professional indemnity while preserving indemnity to the client for personal injuries to third parties, property damage, intellectual property infringement and claims that cannot be limited by law.</p>	<p>Please keep the clauses as per the Original RFB Document.</p>
4.	<p><i>GCC 13.1</i></p> <p>The Contractor shall provide, in the joint name of the Employer and the Contractor and noting the interest of the Employer for its <u>respective rights</u>, insurance cover from the Start Date to the end</p>	<p>Please keep the clauses as per the Original RFB Document.</p>



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	<p>of the Defects Liability Period, in the amounts and deductibles stated in the PCC for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none">a) loss of or damage to the Works, Plant, and Materials;b) loss of or damage to Equipment;c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; andd) personal injury or death. <p>Rationale: There is no privity of contract and therefore the employer cannot be a party to the insurance contract or be named as a co-insured. The change recognises the employer as a third-party beneficiary with rights to claim under the relevant policy.</p>	
5.	<p><i>GCC 13.2</i></p> <p>Policies and Certificates 1 for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. 2 All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p> <p>Rationale:</p> <ul style="list-style-type: none">1. Our insurance policies are negotiated on an annual and global basis and are confidential documents, the terms of which cannot be disclosed. Certificates of currency provided by our broker, provide appropriate evidence that the required insurances are held by us.2. Our insurance policies are negotiated on an annual and global basis, the terms of which cannot be subject to approval or qualification by a third party.	Please keep the clauses as per the Original RFB Document.
6.	<p><i>GCC 13.3</i></p> <p>If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>Rationale: As above.</p>	Please keep the clauses as per the Original RFB Document.



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7.	<p><i>GCC 13.3</i> Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.</p> <p>Rationale: Our annual insurance terms are based on risk tolerance, value for money and key risk-transfer metrics. These change as the global insurance markets change. We cannot allow a third party to interfere with its global corporate risk transfer decisions.</p>	Please keep the clauses as per the Original RFB Document.
8.	<p><i>'Appendix E to Technical Proposal: Bid Security'</i> We require that the form of demand guarantee be mutually agreeable and that a format with similar intent, as accepted by our bank, will be accepted by Employer.</p> <p>Rationale: We require that the form of demand guarantee be mutually agreeable and that a format with similar intent, as accepted by our bank, will be accepted by Employer.</p>	Please keep the clauses as per the Original RFB Document.


Hermingardo A. Soares
Executive Director of NPC

