

**INVITATION TO BID (ITB)
FOR
ENVIRONMENTAL IMPACT ASSESMENT (EIA) STUDY
FOR BETANO REFINERY PROJECT
ITB/TG/015/002**

OVERALL CONTENT

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PART A INSTRUCTION TO BIDDER

- 1) Proposal shall be prepared as Technical Proposal and Commercial Proposal and to be delivered separately as per below instruction on or before August **19, 2015 at 16:00pm**

a) Technical Proposal

The proposal **must be sealed** and submitted to COMPANY in One (1) Original and Two (2) copies with electronic file on CD- Rom for 2 sets to the address details below.

TIMOR GAP, E.P
Level 3, Timor Plaza, Rua Presidente Nicolao Lobato,
Comoro, Dili, Timor-Leste
Attention : Procurement Department
Telephone Number : +670 3310953
Fax Number : +670 3310952

b) Commercial Proposal

The proposal **must be sealed** and directly submitted to COMPANY in One (1) Original and Two (2) copies with electronic native file on CD - Rom to the address details below.

TIMOR GAP, E.P
Level 3, Timor Plaza, Rua Presidente Nicolao Lobato,
Comoro, Dili, Timor-Leste
Attention : Procurement Department
Telephone Number : +670 3310953
Fax Number : +670 3310952

Any proposal received after the stipulated date will be rejected and not considered. It pertains to you to verify that the proposal is received by COMPANY in due time and place. Bidder shall dispatch the proposal by hand deliver. Even if tender was late because of mishandling by a courier, it cannot be accepted by the TIMOR GAP, E.P.

- 2) The submitted proposal to the COMPANY shall be irrevocable for **a period of 3 months** or until the bidding process in completed whichever is longer.
- 3) Correspondence during the proposal period for commercial clarification and technical clarification including interpretation and clarification on the ITB shall be addressed as the following :

TIMOR GAP, E.P
Level 3, Timor Plaza, Rua Presidente Nicolao Lobato,
Comoro, Dili, Timor-Leste



Attention : Procurement Department
Email : Procurement.dept@timorgap.com
Telephone Number : +670 3310953
Fax Number : +670 3310952

Bidder may be invited to multi-round discussions before to ensure the establishment of the same understanding regarding all aspects of bid document. You will be notified whether your proposal is successful and the contract is awarded to you. The result is final and not open to objection or reconsideration.

Deadline for submitting requests for clarifications or questions is 5 (Five) days before the deadline.

Manner of disseminating supplemental information to the ITB and responses/clarifications to queries will be direct communication to prospective bidders shall be in writing or by email and posted in TIMOR GAP website.

4) Pre-Bid Meeting will be held as per below:

Date : 5 August 2015
Time : 10.00am-Finish
Venue : TIMOR GAP, E.P, Level 3, Timor Plaza, Rua Presidente Nicolau Lobato, Comoro, Dili, Timor-Leste

5) Date, time and venue for opening of bid as follows;

Date : 19 August 2015
Time : 16:30pm
Venue : TIMOR GAP, E.P, Level 3, Timor Plaza, Rua Presidente Nicolau Lobato, Comoro, Dili, Timor-Leste.

Bid is open for public, bidder may present in the bid opening session or their authorize representative (only technical proposal will be open).

6) **COMPANY provides herewith in PART E, the Service Agreement with Standard terms and condition. Should you have any questions on the standard terms and conditions, please do contact the COMPANY's representative before submitting the proposal OR propose your comments, objection or acceptance on the Standard Terms and Conditions as a part of the technical proposal at the time of submitting the proposal at the latest.**

7) In case additional and/or revised and/or more detailed information becomes available before the proposal is submitted, such information in kind of numbered addendum will be provided to the ITB. Such additional data, if any, shall be an integral part of the ITB; it shall be taken into consideration and treated as if it were a part of the initially submitted ITB documents.

- 8) The currency of the proposed price shall be limited to **U.S Dollar only.** All rates and prices shall be firmed and fixed and not be subject to escalation / increase.
- 9) Bidder shall state contradictions and discrepancies in the documents submitted by COMPANY in a separate paragraph of the forms of proposal in order to ensure rectification before award of the contract.
- 10) An award criteria to be used in selecting the most responsive Proposal is the ***Highest Combined Scoring Method***, using 50%-50% distribution for Technical and Financial Proposals, where the minimum passing score of technical proposal is 80 points out of 100 points.
- 11) TIMOR GAP, E.P. will award the contract to 1 (one) contractor only to carry out this project.
- 12) Vendor Eligibility -
The Vendor's firm must;
 - a. Provide an authentic copy of its valid Business Registration Certificate.
Bidders must also submit any supporting documents to show their qualification and experience to carry out the EIA.
 - b. Provide an authentic tax certificate from authorized institution.
- 13) Proposal determined to be substantially responsive will be checked by TIMOR GAP for any arithmetic errors. Errors will be corrected by the TIMOR GAP as follows:
 - a. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
- 14) TIMOR GAP, E. P. Reserves the right to accept or reject any proposal , and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds rejection.
- 15) Information relating to the examination, clarification, evaluation, and comparison of proposal and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

- 16) Within five (5) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security at 10% of total contract price in accordance with the conditions of contract.
- 17) The liquidated damages for delay shall be 0.3 % of the Contract price per day of delay, up to a maximum of 5% of the Contract Price.
- 18) Bidders are mandatory required to abide all applicable law of Republic Democratic of Timor-Leste (RDTL) in connection to this project.
- 19) The consultant shall be solely liable for and pay any tax arising from income, gains and profits that the CONSULTANT will receive from the employer or realizes in connection with this project. The Employer shall be entitled to withhold from any payments due and payable to the CONSULTANT any taxes and to remit such tax to the relevant Timor-Leste tax authority, as and when required under the applicable laws.

22) Legal Requirements

The EIA study will be conducted in accordance with the Government of Timor-Leste Decree Law no. 5/2011 'Environmental Licensing'. As defined in Annex 1 of the decrees, all petroleum projects are classified as Category A and therefore, require assessment by means of an EIA.

Article 8 of Decree Law no. 5/2011 defines the following phases of an EIA:

1. Presentation of the project for the evaluation and application for environmental licensing.
2. Public Consultation
3. Technical analysis and opinion by the evaluation committee
4. Decision on the procedure of environment impact assessment and allocation of the environmental license.

Likewise, there are also a range of legislation and guidelines that are deemed applicable for the EIA study for the proposed project. The legislation and guidelines are grouped into three distinct categories;

1. International Standards and Guidelines

- European Union (EIA Directive);
 - World Bank guidelines (Environmental Assessment Sourcebook)
 - IFC (International Finance Corporation) Performance Standards (Social and Environmental Assessment and Management Systems; Pollution prevention and abatement);
- ISO 14001; Environmental Management Systems
- ISO 9001 Quality Management System
- OHSAS 18001 Occupational Health and Safety Management System

2. National Regulation

- Decree Law No. 5/2011 Environmental License
- Down Stream Law No. 1 2012
- Pollution Control Law
- Water Supply Law No. 4/2004
- Traditional Regulation and Custom '*Tara-Bandu*'
- Port Decree Law No. 19/2003
- Road Transport Decree Law No. 2/2003

3. International Agreement and Conventions

- United Nation Framework Convention on Climate Change (UNFCCC) 1994(Control of Greenhouse Gas Emission)
- United Nations Convention on Biological Diversity
- UNESCO Convention Concerning the protection of the world cultural and Natural Heritage

Aside from the above legislation and guidelines, the contractor is also required to provide other relevant environmental law and regulation as well as guidelines which will be applied for the proposed project.

23) Project Timeline

This project is intended to complete in a 180 days period of time. It implies that the project will be started from 1st October 2015 until 31st March 2016.

- 24) Bidder agrees and acknowledges that information of whatever nature relating to the COMPANY disclosed or made available to you and the information disclosed and contained in this document or referred to in this document together with all other information relating to the COMPANY and/or the scope of services/supplies ("Confidential Information") shall be regarded as secret and confidential and shall not be disclosed by bidder except to the extent that it becomes necessary to furnish information to others solely for the purposes of submitting the proposal under this document. Bidder will also keep confidential all Confidential Information. Bidder shall impose the same obligations of secrecy and confidentiality on those parties to whom the Confidential Information is passed. This obligation of secrecy and confidentiality will continue in full force and effect notwithstanding termination or completion of the proposal submission hereof. Bidder undertakes to indemnify and hold harmless the COMPANY from any damages, loss, cost or liability and the cost of enforcing this indemnity arising out of or resulting from the bidder's breach of these obligations of secrecy and confidentiality or any other unauthorized use or disclosure of the Confidential Information by you.

Bidder acknowledges that, if at any time in the future any term or provision of the Confidential Information thereof shall be related to any third party, the COMPANY may

request bidder to enter into a proper confidentiality agreement and you agree to do so upon the COMPANY's request.

If bidder determines that the transaction will not proceed or you are no longer interested in submitting proposal, bidder will return to the COMPANY, the Confidential Information and copies that are in bidder's possession or under your control which incorporate, reflect or are derived from any of the Confidential Information and will ensure that bidder's representatives, agents and employees will do the same.

Please confirm your acknowledge and acceptance of the above obligations of secrecy and confidentiality concerning the information disclosed in this Request for Proposal by signing on the attached ACKNOWLEDGEMENT form and returning to us within 3 days after receipt of this ITB for our records and reference procurement.dept@timorgap.com.

We have received the ITB - Invitation to Bid as well as all related documents and we would like to inform you that;

- ☐ We will submit the proposal on or before the Proposal submission date.
- ☐ We will not submit the proposal.

Reason:

A Pre-bid Meeting will be held on 5 August 2015 at TIMOR GAP Office, Dili, and Timor-Leste as per ITB article no. 4.

The purpose is to clarify issues and to answer questions on any matter that may be raised related to this tender. Pre-bid meeting will provide Bidders an opportunity to familiarize themselves with the Work and baseline information to assist them in preparing their bids.

- ☐ We will attend the Pre-bid Meeting as per schedule.
- ☐ We will not attend the Pre-bid Meeting.

Reason:

We further confirm that we comply with the obligations of secrecy and confidentiality concerning the "Confidential Information" as expressed in the ITB.

Name of the Bidder:

Date: _____

Signature: _____

PART B SCOPE OF WORK

1. INTRODUCTION

TIMOR GAP, E.P. is Timor-Leste's National Oil Company which was established in 2011 under the Decree Law No. 31/2011. Its main objective is to act, on behalf of the State, in conducting business within the petroleum and gas sector. Its activities vary from Onshore and Offshore and national to international. In this regard, the Government of Timor-Leste has designated TIMOR GAP, E.P. to secure energy security to the nation. In line to this, TIMOR GAP, E.P. is envisaged to promote the petroleum downstream activities by Betano Refinery Project.

The Betano Refinery will be the first refinery in Timor-Leste. The objective of the Refinery is to turn the self-own crude to finished petro products for Timor-Leste domestic fuel demand. The project will provide energy security and add value to raw crude oil sale. The project will generate economic growth and increase local income of Timor – Leste. The refinery will be built on the land allocated by the Government of Timor Leste (GoTL) per the Tasi Mane Project (Strategic Development Plan 2011-2030). Along with the refinery project is the Nova Betano intended to accommodate for the relocated communities and workforce and water supply system. There is also a pipeline route which will transport the refinery products such as condensate, light naphta, heavy naphta and diesel from Betano Refinery to Suai.

The Environment Impact Assessment (EIA) study shall be conducted on these projects as part of the requirement of the Government Decree Law No.5/2011 on "Environmental Licensing". Following this process, as criteria for Category A projects, the proponent shall produce the Environmental Impact Statement (EIS) and Environmental Management Plan (EMP) based on the minimum requirement of National Directorate for the Environment (NDE) under the decree law to be submitted for approval. The EIA process for the Category A project can be referred to the *appendix IV*

2. OBJECTIVES

The Environment Impact Assessment (EIA) study for the proposed project of Betano Refinery Project, Nova Betano and Water Supply System for component 1 (one) and Condensate & products pipeline route from Betano- Suai for component 2 (two) to be undertaken by consultant, to achieve following objectives:

- To identify the nature and extent of major environment impact that likely to result from the proposed project
- To identify significant environment impacts (both positive and negative) resulting from the design phase, construction phase, operation phase, and decommissioning phase (if relevant) of the Refinery, Pipeline Route and all related infrastructure facilities based on predictions using appropriate models.
- To identify social and economic impacts that resulted from the proposed project
- To assess the potential residual impact due the installation of the proposed project

- To identify the qualitative environment cost and benefits of the proposed project affected to communities
- To recommend mitigation measures that will eliminate or minimize deleterious impacts of the proposed project as well as to propose plans for monitoring of environment effects.

3. PROJECT DESCRIPTION

3.1 General

The refinery site has an area of approximately 230 Ha. The land is located between the new highway and the South shore line. The refinery fence line is adjacent to the existing Government power plant. The industrial area is about 7 (seven) Km south of the Nova Betano. The refinery main complex consists of the process unit, and the process support units such as utilities units, waste treatment unit, tank farm, fire water, Water supply unit and land fill for solid waste management (Figure 3.1).

Refinery will use Suai Supply Base (SSB) Jetty as import and export terminal. The refinery facilities in Suai Supply Base (SSB) jetty area are the shore tanks, pipeline, products and condensate jetty with loading arms for product loading and condensate unloads.

The refinery in Betano and jetty in Suai are connected by pipelines with the distance of about 78 km run along the side of the new Suai-Betano highway and are located within the highway right of way. The refinery complex will have supporting facilities such as warehouse, Operation building, Administration building, laboratory building, Fire and safety office, canteen.



Figure 3.1 Map Plan Show Relate Projects Location

The refinery feedstock capacity is 30.000 Bpds of Bayu Undan Condensate and will use Kitan condensate mix as refinery feed. This feed size is compatible to the

condensate that is owned by the Timor-Leste government. Both condensates are “sweet crude” or the low Sulphure and low Mercury crude. Condensate is light crude oil that contain majority of light end products such as LPG, Light Naphtha, Heavy Naphtha, Diesel and small amount of fuel oil. The fuel oil from these condensates is lighter and cleaner than the typical fuel oil from heavy crude.

Betano refinery will use product fuel oil as fuel source. Therefore, the fuel source for Betano refinery is cleaner than typical refineries that gain their fuel oil from heavy crude distillation. The electric power will come from the adjacent government electrical power plant. The refinery will supply diesel to the electrical power plant.

3.2 Description of the Project Component

The project comprises of two (2) components namely Component 1 (one) for the Betano Refinery, Nova Betano and the Water Supply System, all located in Betano Area, and Component 2 (two) is the Pipeline Route to transport the refinery products from Betano Refinery to Suai.

a. Component 1 (one) - Betano Area

1. Refinery

The capacity of the refinery is designed to process 30,000 barrels of crude per day and will produce: Diesel, Heavy and Light Naphtha, Gasoline and LPG. The products will be used for domestic supply to meet national demand and the remaining products will be exported.

Refinery Plant

The plot plan for the refinery has been completed and can be found in Figure 3.2 below. It includes the various components of the refinery and shows its location in relation to the planned highway.

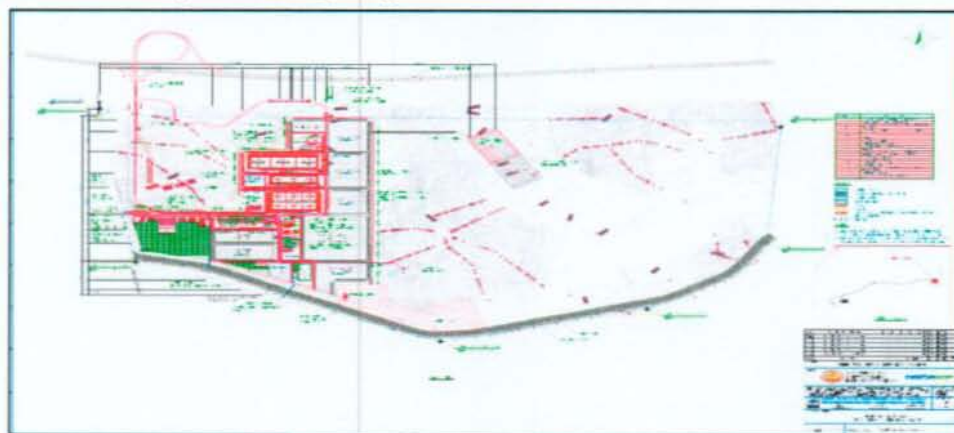


Figure 3.2 Refinery Plant Layout

2. Water Supply System

The water from the Quelan River will be diverted through 10 inches diameter of underground pipeline about 10 km from the refinery area.

Water Supply

The design for Water Supply is currently underway and the proposed project and its water pipeline can be seen in Figure 3.3



Figure 3.3 Water Supply Route

3. Nova Betano

A new city, Nova Betano is located approximately 5 km to the north of the existing Betano village and adjacent to the Caraulun River (to the west), and will cross Betano to Same Main Road. Nova Betano's area encompasses 1,190 hectares of land. Nova Betano will contain several land uses: Offices, Commercial Areas, Hospitality Areas, Single Family Residences and Multiple Family Residences, Club House, Sports Club and Recreational Area, 18 Hole Golf Course, Driving Range, National Elementary and Secondary School, International Elementary and Secondary School and Hospital. There will also be environmental facilities such as waste management and sanitary system. These main land uses will also be supported by a Fire Station, Security Station and Maintenance Facility. Nova Betano will also house the resettlement area of the refinery.

Nova Betano

The development for Nova Betano has only reached the pre-conceptual design phase. The pre-conceptual plan for this residential area is available in Figure 3.4



Figure 3.4 Illustrative pre-conceptual master plan for Nova Betano

b. Component 2 (two) - Pipeline Route Betano-Suai

There will be 4 pipelines to transport the condensate and products connecting refinery in Betano and refinery facility and jetty in Suai. The pipelines will run mostly underground alongside the Tasi Mane South coast highway.

The refinery facilities and jetty in Suai are product tanks, condensate tanks and jetty with loading arms for product loading.

Pipeline route plan

As explained earlier, the route of the condensate and product pipelines will follow the proposed highway route. The total pipe length is 78 km for each line of condensate, light naphtha, heavy naphtha and diesel. The overall pipeline route from Suai Supply Base to Betano Refinery with Right-Of-Way can be seen in Figure 3.5.

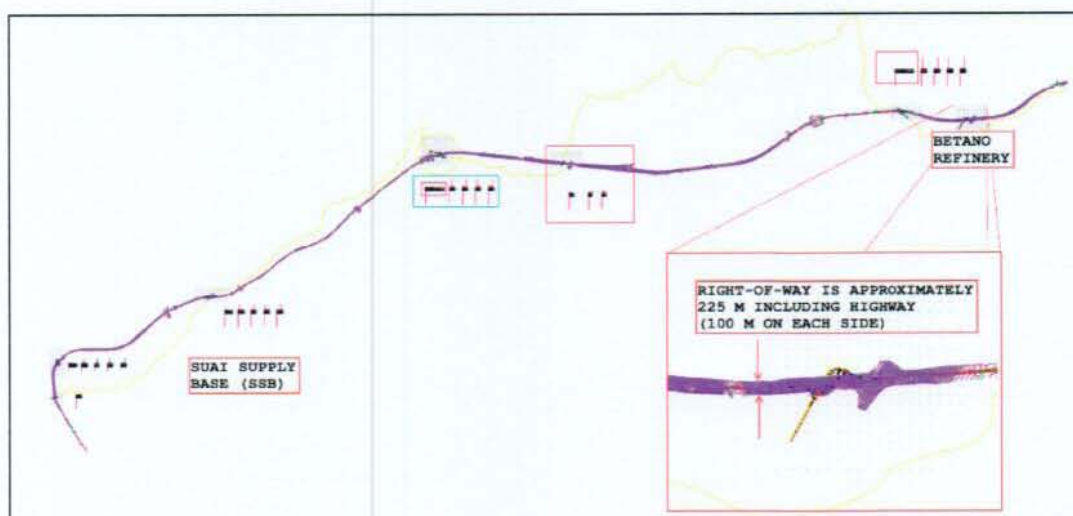


Figure 3.5 Pipeline Route Plan

4. EIA Study Plan

4.1 Previous Study

There were several studies that have already been conducted by different consultants at the locations and vicinity of the proposed project components. The list of the studies can be seen in table 1 below.

Table 1: List of studies conducted on the locations and vicinity of the proposed project components.

No	Study	Consultant	Area Encompasses
1	Front End Engineering Design (FEED)	Toyo Thai - Thailand	Refinery plant - Betano; Suai Jetty and Tank Farm - Suai
2	Water Supply System	ATT - Thailand	Quelan River - Betano
3	Land Development	ATT - Thailand	Refinery Plant - Betano
4	Topography	KWK - Timor Leste	Refinery plant - Betano
5	Soil Investigation	Geotechnical- Timor Leste	Refinery and Nova Betano - Betano
6	Earthquake studies	Rimes - Thailand	East Timor, but greater attention on the South Coast
7	Tsunami studies	AIT - Thailand	South Coast Ocean
8	Strategic Environment Impact Assessment (SEIA)	Worley Parsons	Refinery Plant and Nova Betano - Betano
9	Preliminary, Detailed Engineering Design,	PT. Wirama Karya- Indonesia	Highway Road from Suai to Beaco

	Environmental and Social Economic Assessment for Highway Roads from Suai to Beaco (Environmental Study)		
10	EIA for SSB & EMP	Worley Parsons	Suai

This EIA study MUST take into account the available data and in addition develop more detail studies and/or assessment to meet the minimum requirement for Category A project as set out in the Decree Law No.5/2011 on Environmental Licensing.

4.2. EIA Study Area

The EIA study will be conducted for the 2 (two) project components encompass the following areas:

- a. Betano Refinery Plant
The refinery site is approximately 230 hectares of land. The land is located between the new proposed highway and the Southern coastline. The refinery fence line is adjacent to EDTL's power plant.
- b. Water Supply System
The source of water for the operation of the refinery is approximately 10 km away from the refinery which will be transported through pipeline by means of gravity flow.
- c. Nova Betano
The new petroleum city, Nova Betano, is approximately 1,190 hectares of land and located about 7 km North West of the refinery.
- d. Condensate and Products pipeline route from Suai- Betano
The pipelines for both condensate and products between Betano and Suai will run along the proposed highway where Suai is approximately 78 km South West of Betano. The jetty facility and refinery facility in Suai will be dedicated to support the operations of the refinery in Betano. These facilities will be integrated with the Suai Supply Base Project.

4.3. EIA Scope of Work

In accordance to the NDE requirements, to develop the Environmental Impacts Statement (EIS) and Environmental Management Plan (EMP), the consultant is required to conduct site visit in order to obtain the baseline information for physical, ecological, cultural and socio-economic condition, and various governing parameters such as emissions, ambient air and water quality standards at the project site as well as undertaking impacts assessment on mentioned aspects, develop proposed mitigation measures and monitoring program for the identified impacts. However, as most of data are available already from previous studies (Table 1) particularly on the

baseline condition, the consultant is only expected to carry out principal tasks for this EIA study on the 2 (two) project components as the following:

- Carry out detailed impact assessment for the various components/aspects that are likely to be affected by the proposed project during the project lifecycles including air quality impact assessment; health impact assessment; waste management including treatment type for all kind of wastes generated by the proposed project;
- Propose mitigation measures to avoid, reduce and mitigate all the adverse impacts generated by the proposed project;
- Design appropriate monitoring measures for the identified impacts and calculate the cost estimate for the monitoring system;
- Carry out any other impacts and aspects deemed necessary to meet the minimum requirement of the Decree Law No.5/2011 of Environmental Licensing.
- To provide clarification and review the EIA study, if necessary, as requested by the NDE. If required, this task is expected to be performed 91 days after delivery of the EIS and EMP documents.

4.4 Public Consultation

Public Consultation aims to inform and include participation of all parties interested in, or affected by, the proposed project. On its own, consultation cannot prevent conflict; rather it facilitates a process in which people feel heard and included in decision making and project design, and where potentially satisfactory outcome are identified.

Project team recognizes the importance of Public Consultation to the successful completion of the assignment and preparation of an acceptable Environmental Management Plan (EMP). The EIA result will be presented to the community and other relevant parties affected by the project proposed. The EIA consultant and the project technical team will be a part of community meeting support.

5. EIA Study Deliverables

After completion of the EIA study, the consultant shall prepare and deliver the following outcomes as shown in table 2 below:

Table 2: Outcomes of the EIA study for Project Component 1 and 2

No	Type of deliverables	Project Timeline	Responsible
1	Submit Four Draft Progress Reports of the EIS and EMP for each Project Component (1 and 2) to TIMOR GAP, E.P. for review and comments.*	Two and a half month of the project execution (Mid-December 2015)	Consultant and TIMOR GAP, E.P.
2	Submit Four Separate Final Reports for each Project Component (1 and 2) of the EIS and EMP for: 2.1 TIMOR GAP, E.P. acknowledgement (one hard copy only) 2.2 NDE (in both soft and one hard copy) to be reviewed and approved	End-December 2015	Consultant and TIMOR GAP, E.P.
3	Obtaining Two Separate Environmental License for Project Component 1 and 2	End of March 2016	Consultant and NDE
4	4.1 Deliver Four Final Reports of EIS and EMP for each Project Component to TIMOR GAP, E.P. in form of 5 hard copies and 1 soft copy. 4.2 All the primary data and data from any secondary source used during the EIA study shall be made available to TIMOR GAP, E.P.	End of March 2016	Consultant

NOTE:

*The EIS and EMP reports shall be written in English and MUST fulfill the requirement of NDE under the GoTL Decree Law no. 5/2011 on "Environmental Licensing".

*TIMOR GAP, E.P. will take 2 weeks for conducting the review and providing comments to be sent to Consultant.

Appendixes

- Appendix I Format requirements for an Environment Impact Statement (EIS)*
- Appendix II Format requirements for an Environment Management Plan (EMP)*
- Appendix III Terms of References (ToR) for Betano Refinery and Condensate & Products Pipeline Route*
- Appendix IV EIA Flow chart for Category A*

PART C CONTENT OF PROPOSAL

1. Technical Proposal

Bidder shall provide the following information on technical proposal.

- **Signed Confidentiality Agreement:** Bidder shall attach the signed confidentiality agreement to the project technical proposal as per clausal 24 of Instruction to Bidder.
- **Technical competence & expertise of the firm:** Bidder's specialized knowledge, experience in work of a similar nature and experience on projects in the region. Availability of financial resources such as liquid assets, bank deposits, lines of credit or other financial means.
- **Key Personnel:** Bidder is to submit the list of the engineering team who will work on the project and their CV. The COMPANY will give a priority to the specification development team that had experience in developing Environmental Impact Assessment study.
- **Methodology & Execution Strategy:** Bidder shall describe an overall and detailed execution plan. Bidder is also requiring proposing work method encompasses the requirements of the investigations. Suitability and availability of the equipment nominated for the work.
- **Local Content or Local Participation:** The Bidder shall provide a statement and method that outlines its plan on local content or local participation issues.

2. Commercial Proposal

The Bidder shall provide the cost submittal per itemized work element as described on the scope of work and cost development requirement. If any Sub-Contractors are engaged for the performance of the services, such engagement should be clearly indicated in the proposal. The commercial proposal shall contain the following items as minimum.

- **Contract cost:** Bidder shall propose "Overall lump sum cost" or Bidder may propose cost submittal in four portions as follows
 - (A) Cost of work portion that is committed as Lump Sum.
 - (B) Ceiling Cost for each work items that Bidder cannot commit as lump sum.Bidder must identify the pending items and the reasons of cost variation.
- All duties, taxes, and other levies payable by the Consultant under the contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
- **Payment schedule:** Bidder must identify contract payment schedule on the proposal in connection to the deliverables outline in table 2.

Remark:

The commercial scheme in APPENDIX II of the Service Agreement –SCHEDULE OF FEES AND INSURANCE COVERAGE is guideline for bidder to quote the price; bidder may propose alternatives based on its professional skills and experiences to help COMPANY improve the costs.

PART D EVALUATION CRITERIA

NO	Technical Evaluation Criteria	Weight 100 % (A)	Ratings (0- 100 Points) (B)	Score (A x B)
I	Technical Competence & Expertise of the firm	10%		
a)	Extent of bidder's specialized Knowledge experience and Skill in work of similar nature and/or relevant experiences in the region	4		
b)	Nominated to work to the specified standard's or has nominated acceptable Internationally recognized standards	3		
c)	Financial resources such as liquid assets, bank deposits, lines of credit or other financial means	3		
II	Key Personnel	15 %		
a)	Project Manager – Master or Bachelor Degree in Chemical Engineering or Environmental Engineering or related field with minimum 5-7 years' work experience	4		
b)	Chemical Engineer/ Chemist – Bachelor degree in Chemical Engineering or Chemistry with minimum 3-5 years' experience with similar work experience	3		
c)	Hydrologist- Master or Bachelor degree in Hydrology, with minimum 3-5 years' experience in hydrologist or similar work experience	2		
d)	Ecologist / Zoologist – B.Sc. for Geoscience, with minimum 3- 5 years' experience with similar work experience	2		
e)	Environmentalism- Master or Bachelor degree in Environmental Engineering, with minimum 3-5 years in Environmentalism or similar work experience	2		
f)	Quality Safety & Occupational Health Engineer- Bachelor degree with minimum 3-5 years' experience in Quality Safety & Occupational Health or similar work experience	2		
III	Methodology & Execution Strategy	20 %		
a)	Overall & Detailed Execution Plan	7		
b)	Work method statement encompasses the	7		

	requirements of the investigations			
c)	Suitability and availability of the equipment nominated for the work	6		
IV	Local Content or Local Participation	5%		
a)	Bidder should provide their method and plan on local content or local participation issues	5		
	TOTAL	100 %		

Rating: Excellent 100, Very Good: 90, Above Average: 80, Average: 70, Below Average: 50, Non Complying: 0

Note: Minimum passing score of technical proposal is 80 points from 50% Technical Proposal

II. Commercial Proposal

Bids are technically compliant and pass the threshold will check for arithmetical errors. Errors will be corrected by the TIMOR GAP as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- Where there is a discrepancy between original proposal and copy, the original proposal will govern;
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

The formula to be utilized for the evaluation of financial proposal is described in below;

1. COMMERCIAL PROPOSAL	Weight 50 % (A)	Weighted Score <u>Lowest Price</u> x 50 Bidder Price
Financial proposal cost to implement the project	50	
TOTAL	50%	

PART E FORM OF AGREEMENT AND CONDITION OF CONTRACT

This part contains draft of Agreement including the following information. Apart from Part A and Part B,

Bidder shall strictly follow this part to prepare the proposals.

- | | |
|--------------|---|
| APPENDIX I | - SCOPE OF WORK |
| APPENDIX II | - SCHEDULE OF FEES AND INSURANCE COVERAGE |
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