



REPÚBLICA DEMOCRÁTICA DE TIMOR-LESTE
GABINETE DO PRIMEIRO MINISTRO
COMISSÃO NACIONAL DE APROVISIONAMENTO
Av Rua Dos Direitos Humanos, Dili, Timor-Leste

Minutes of Pre-Proposal Conference

27 June 2013

Consulting Service for the Construction Supervision of Suai-Fatucai/Mola Section of the Suai-Beaco Highway Road Project, RFP No.: RFP/008/MPW-MPMR-2013

1. The pre-proposal conference for the Consulting Service for the Construction Supervision of Suai-Fatucai/Mola Section of the Suai-Beaco Highway Road Project, RFP No.: RFP/008/MPW-MPMR-2013 was held at 1500 hours local time on 10 June 2013 at the Conference Room of the National Procurement Commission (NPC) at Rua dos Direitos Humanos, Dili, Timor-Leste. This meeting was attended by representatives from the Ministry of Public Works, NPC, Charles Kendall & Partners (CKP) and interested Consultants.
2. NPC welcomed all the attendees of the meeting and explained the purpose and importance of the meeting. The question and answer portion of the conference then proceeded immediately. The Questions and Answers are enclosed in Appendix 1, which also includes responses to the questions received after the pre-proposal conference.
3. The Consultants were informed that the consultancy contract will be subject to approval of the Audit Court of the Democratic Republic of Timor-Leste. After the contract has been signed by the Employer and the Consultant, the signed contract shall be submitted for approval of the Audit Court and this process will take approximately one (1) month to complete. The NPC noted that the Employer cannot Issue the Notice to Commence to the Consultant until the contract has been approved by the Audit Court.
4. NPC informed the Consultants that an addendum will be issued to include a provision in the Conditions of Contract for a 5% retention money to be deducted from each progress billing of the Consultant.
5. Regarding Form Tech-6, it was reiterated by NPC that CV should be signed and if the proposed Consultant staff is not an employee of the Implementing Entity, please take note not to tick the Yes box provided in Certification portion of this form.
6. The attendees were informed that if they have additional clarifications, these can be sent to NPC 14 days before the deadline of proposal submission. The time period for seeking clarifications has been amended to 21 days from 14 days, through the Addendum 1 to the RFP.
7. At the end of the meeting, the NPC thanked all the attendees for their active participation in the meeting.
8. The meeting was concluded at 1620 hours.

Enclosed: Appendix 1



Aniceto do Rosario
National Procurement Commission

Appendix 1 of Minutes of Pre-Proposal Conference: RFP/008/MPW-MPMR-2013

CLARIFICATIONS during and after the Pre-Proposal Conference

NO.	CLARIFICATION	RESPONSE
1	Considering the input of minimum person-month of consulting services, we found out that our estimated budget will exceed the maximum budget for the assignment. Is there a possibility that NPC makes an adjustment of the maximum budget?	Maximum budget is the same. Minimum person-months are revised. Refer to Addendum No.1
2	<p>It is mentioned in Section 2.1 Data Sheet of the RFP that office accommodation, vehicles, counterpart staff and assistance will be provided by the Employer. Relative to this, kindly clarify the following:</p> <p>a. Who will pay for the maintenance of these facilities?</p> <p>b. How about housing accommodation for Consultant staff and counterpart staff?</p> <p>c. Regarding Survey Equipment:</p> <ul style="list-style-type: none"> • Please provide the list of survey equipment • Are these survey equipment to be provided by the Contractor for the Consultant? <p>d. Are Laboratory Equipment provided for the Consultant?</p>	<p>a. Consultant will pay for operation and maintenance of office accommodation and vehicles.</p> <p>b. Housing accommodation for Consultant staff shall be paid for by the Consultant while counterpart staff housing accommodation shall be provided by the Employer.</p> <p>c. Survey equipment shall be provided by the Employer</p> <p>d. Laboratory equipment shall be provided by the Employer</p>
3	Who will pay counterpart staff salary?	Counterpart staff salary shall be paid for by the Government.
4	What is the duration of the contract?	Duration is 27 months with 1 month allotted for mobilization and construction supervision preparation works, 24 months for construction supervision and the 2 months for contract close-out.
5	<p>What is meant by the tasks of the following experts?</p> <p>a. Highway Engineer: To check and verify the highway design drawing for Suai-Beaco Highway Construction Project in line with existing field conditions and accommodate input from road stakeholder</p> <p>b. Structural Engineer: To check and verify the design of structural drawings for Suai-Fatucai /Mola Section Project in line with existing site conditions especially the underpass</p>	<p>The Highway Engineer is responsible to check and verify the highway design drawings of the Suai-Fatucai/Mola Section only.</p> <p>The Structural Engineer is responsible to check and verify the structural design drawings of the Suai-Fatucai/Mola Section only.</p>



NO.	CLARIFICATION	RESPONSE
	<p>crossing with the existing road</p> <p>Are these tasks to be conducted 3 months before construction?</p> <p>Is the Construction Supervision (CS) Consultant responsible for the design?</p>	<p>These tasks may be undertaken during the assignment, either before or at the time of construction.</p> <p>No.</p>
6	<p>In FIN-2 Summary by Costs, how come non-competitive costs do not have the amount for Provisional Sums and Contingencies?</p>	<p>There are no Provisional Sums and Contingencies. See Section 2, 2.1 Data Sheet, Paragraph Reference 3.8 (iii) f.</p> <p>The financial forms presented are sample forms only.</p>
7	<p>What is difference between Home Office Rate and Field Rate?</p>	<p>Home Office Rates are the rates received by the experts in their home office while the Field Rates are those received when experts are assigned outside of their home office which consist home office rates plus allowances.</p>
8	<p>TOR says Employer will provide 8 vehicles and 16 motor bikes. What if these are not enough?</p>	<p>Additional facilities may be included in your proposal.</p>
9	<p>Where is Project Owner based?</p>	<p>Project Owner is based in Dili.</p>
10	<p>The whole Suai-Beaco Highway Road is composed of how many packages?</p>	<p>The Suai-Beaco Highway Road Project is composed of four (4) packages. This tender is the first of the 4 packages for tendering. The other three packages will be tendered in the future with an approximate time of spacing of 2 years each.</p>
11	<p>What is the construction cost of the project?</p>	<p>We do not disclose the construction cost.</p>
12	<p>The construction of the road is stated at 24 months which is not enough considering the scope of the work. Is there no extension?</p>	<p>There is no extension on the duration of road construction.</p>
13	<p>Are we required to pay taxes?</p>	<p>The Consultant shall pay all taxes without reimbursement by the Employer. Please refer to Section 2, Clause 3.9. and Section 2.1 Paragraph Reference 3.9 of the RFP.</p>
14	<p>Can we request for additional drawings of the project? Also reports undertaken for this project.</p>	<p>A CD containing the detailed drawings, technical specifications and Geotechnical Report will be provided and these can be obtained starting 11 June 2013.</p>
15	<p>If there is design deficiency that has been discovered during design review by CS Consultant, who will do the design revision? Is CS Consultant required to do the design revision?</p>	<p>No. The CS Consultant is hired for construction supervision of the project and was selected and evaluated in terms of its technical capability as construction supervisor and not as a designer.</p>
16	<p>The project calls for 27 months contract duration. Does that mean that the Consultant will be mobilized before the Contractor?</p>	<p>See reply to query no.4</p>
17	<p>How about remuneration of inputs of CS</p>	<p>This is a construction supervision contract.</p>

NO.	CLARIFICATION	RESPONSE
	Consultant during Defects Liability Period?	
18	Is the Right-of-Way already acquired?	ROW requirements are being done.
19	Who is responsible for relocation of utilities?	It is the responsibility of the Contractor.
20	Do NGOs have access to these bidding documents?	Yes, because these are public documents.
21	Who is responsible for approval of Work Program	Consultant will approve the Work Program.
22	Is there a leeway in minimum requirements of the experience of the experts for this procurement?	The experience requirements stated are minimum so if you submit an expert who exceeds the requirement, a higher rating will be given.
23	What are the minimum safety requirements of the project?	Refer to FIDIC Conditions of Contract Health and Safety Plan.
24	<p>Clause 3.8 (iii) b of Data Sheet, Page No. 21 of Instruction to Consultants</p> <p>Budget: The consultancy budget has been indicated for the project. As per the Consultant's understanding and experience of executing similar projects in the past, it is strongly felt the budget indicated is less also considering the manpower indicated in the RFP. May we request for a reconsideration of the budget for the assignment</p>	<p>Maximum budget is the same. Minimum person-months are revised. Refer to Addendum No.1</p>
25	<p>Clause 1.4 of Data Sheet, Page No. 20 of Instruction to Consultants</p> <p>The Employer will provide the following inputs and facilities: Site Office building furnished space area building 200 sq. m. complete with sanitation, air condition, electricity, wifi LAN, water supply, and toilets".</p> <p>Consultant presumes that the Client shall provide Office Space including Supplies, Furniture and all equipment i.e. Photocopier, printer, etc. through the construction contract. Kindly confirm whether Consultant's understanding is correct.</p>	<p>Site Office building furnished space area building 200 sq. m. complete with sanitation, air condition, electricity, wi-fi, LAN, water supply, and toilets and furniture are provided by Employer.</p> <p>The site office provided by Employer is furnished complete with sanitation, air condition, electricity, wifi LAN, water supply and toilets. The Consultant is responsible for furnishing this office with complete office equipment and furniture including photocopying, computing, drafting and mapping equipment and software.</p>
26	<p>Section 5 –'II Scope of Services', Point 'z', Page No. 9 of ToR and 'IV. Output of Construction Supervision Activities"</p> <p>Services during Defects Liability Period: "To perform any other items of work not specifically mentioned above, but are</p>	

NO.	CLARIFICATION	RESPONSE
	<p>deemed necessary and essential for successful supervision and control of the construction activities in accordance with the plans, specifications and terms of contract. Consultant's responsibility for the assignment shall remain valid until the issuance Certificate of Completion by Project Owner"</p> <p>However as per 'IV. Output of Construction Supervision Activities' (Page No. 12 of ToR) item 17 'Construction Supervision Completion</p> <p>Please confirm that the Consultant's responsibility is limited to Construction Supervision Phase and no input is required during the Defects Liability Period.</p> <p>In case the Consultant's input is required in Defect Liability Period also please provide the following points.</p> <ol style="list-style-type: none"> 1. Frequency of inspections to be carried out during the DLP. 2. Detailed scope of work for the Defect Liability Period 3. Duration of DLP. 	<p>This is a construction supervision contract.</p>
27	<p>TECH – 2C on page 10 of Instructions to Consultants and Data Sheet, page 1 & page 6 of Technical Proposal Standard Forms and APPENDIX 1 -SUMMARY EVALUATION SHEET on page 25</p> <p>Consultant's Experience: The Consultants will also be scored on the basis of Consultant's Experience in Timor-Leste OR South East Asia.</p> <p>However, as per APPENDIX 1 - SUMMARY EVALUATION SHEET the Consultants will be scored out of 35 on the basis of Experience in Timor-Leste and similar geographic areas.</p> <p>Please confirm that in case, the Consultants do not have experience in Timor-Leste, their experience in South East Asia or similar geographic regions will be considered equivalent.</p>	<p>Experience in South East Asia will be considered.</p>

NO.	CLARIFICATION	RESPONSE
28	<p>Section 5 – 'IV Output of Construction Supervision Activities'</p> <p>Inception Report: The Inception Report will be submitted within one month of mobilization of the Construction Supervision Consultant in 6 hard copies and 6 electronic copies of CDs and/or other agreed form of electronic copies' and 'Comments on the Inception Report will be prepared and discussed between the Construction Supervision Consultant and the Project Manager together with the PSC and an agreed technical construction supervision concept will be approved by the Owner during the first 4 weeks of the assignment enabling the Construction Supervision Consultant to continue his work with minimal delay'. Please clarify.</p>	<p>The TOR contains the requirements of the Inception Report.</p> <p>The agreed technical construction supervision concept is from the Technical Proposal of the winning Consultant that will be finalized during contract negotiations</p>
29	<p>Section 5 – Point 4 a, Page No. 30 of ToR</p> <p>Facilities Provided by the Government of Timor-Leste: Facilities provided by the Government through Contractor</p> <p>There is no mention of residential accommodation for field staff on the site of work which facility is also generally provided by the contractor through construction contract, Please clarify.</p>	<p>Housing accommodation for Consultant staff shall be paid for by the Consultant while counterpart staff housing accommodation shall be provided by the Employer.</p>
30	<p>Clause 2(a)(1), Page No. 18, of ToR</p> <p>a. Core Team Professional (1) Team Leader Team Leader should be a senior Civil Engineer with a Graduate Degree in Civil Engineering from recognized university and relevant minimum 18 years' experience in construction supervision works of toll road and long span bridge construction works with pre-stressing concrete technology.</p> <p>Consultants request you to kindly amend the qualification criteria as mentioned below: Team Leader should be a senior civil engineer</p>	<p>Refer to Addendum No.1</p>

NO.	CLARIFICATION	RESPONSE
	<p>with a Graduate Degree in Civil Engineering from recognized university and relevant minimum 18 years' experience in design and construction supervision of roads including experience in construction supervision of toll road and long span bridge construction works with prestressing concrete technology. Kindly Confirm</p>	
31	<p>Clause 2(a)(3).. Pg No 20, of ToR</p> <p>a. Core Team Professional</p> <p>(3) Geodetic Engineer Geodetic Engineer should be a senior geodetic engineer with a Graduate Degree in Geodetic Engineering from a recognized university and relevant minimum 8 years' experience in geodetic engineering of toll road or arterial road project, and familiar with operating Total Station Survey equipment, data processing and reporting.</p> <p>Consultants request you to kindly amend the qualification criteria as mentioned below:</p> <p>Geodetic Engineer should be a senior geodetic engineer with a Graduate Degree in Geodetic Engineering/ Civil Engineering or Diploma in Surveying /Civil or related field and minimum 8 years' experience in geodetic engineering including experience of toll road or arterial road project, and familiar with operating Total Station Survey equipment, data processing and reporting.</p> <p>Kindly Confirm</p>	Refer to Addendum No.1
32	<p>Clause 2(a)(4), Pg No 21, of ToR</p> <p>a. Core Team Professional</p> <p>(4) Environmental Engineer Environmental Engineer should be a senior Environmental Engineer with a Graduate Degree in Environmental Engineering/Social Science from a recognized university and relevant minimum 10 years' experience in environmental management planning and infrastructure projects in developing tropical countries such as Timor-Leste.</p>	Refer to Addendum No. 1



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	<p>Consultants request you to kindly amend the qualification criteria as mentioned below: Environmental Engineer should be senior Environmental Engineer with a Graduate Degree in Environmental Engineering/ Social Science /Civil of Post-Graduate Degree in Environmental Engineering 1 Social Science or relevant field from a Recognized university and relevant minimum 10 years' experience in environmental management planning and infrastructure projects in developing tropical countries such as Timor-Leste. Kindly Confirm</p>	
33	<p>Clause 2(b)(1), Pg No 22, of ToR</p> <p>a. Field Team Professional</p> <p>(1)Chief Supervising Engineer</p> <p>Chief Supervising Engineer should be a senior civil engineer with a Graduate Degree in Civil Engineering from a recognized university and relevant minimum 15 years' experience in design and construction supervision of toll road and long span bridge construction works with concrete pre-stressing technology, covering highways engineering, highway material and contractual philosophy of the project.</p> <p>Consultants request you to kindly amend the qualification criteria as mentioned below: Chief Supervising Engineer should be a senior civil engineer with a Graduate Degree in Civil Engineering from a recognized university and relevant minimum15 years' experience in design and construction supervision at roads including experience in construction supervision of toll road and/or longspan bridge construction works its concrete pre-stressing technology, covering highways engineering, highway material and contractual philosophy of the project.</p> <p>Kindly confirm</p>	<p>Refer to Addendum No. 1</p>



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34	<p>Section 2-Instructions to Consultant and Data Sheet –Appendix 1-Summary Evaluation Sheet Page No. 25</p> <p>Appendix 1-Summary Sheet</p> <p>As no evaluation point is given for Core Team Support Staff; Field Team Sub-Professional and Field Team Support Staff, the Consultants understand that CVs of the same may be submitted after award of the project and before mobilization. This may kindly be confirmed.</p>	<p>Yes, CVs of the Field Team Sub Professional Staff and Core Team Staff (see Addendum No.1) may be submitted after award of contract.</p>
35	<p>As per Clause 3.9 of Section 2 –Instructions to Consultants, Page No. 13 of the TOR</p> <p>Taxes and Charges</p> <p>The Consultant shall include in the Financial Proposal all taxes and charges related to this consultancy services, Information related to Timor-Leste taxation can be found at: http://www.mof.gov.tl/en/TLRS/DomesticTax/TaxGuidesAndForms/taxguide/</p> <p>As per the mentioned website, the Consultants' understand that the following taxes shall be applicable for non-resident Foreign Firm:</p> <ol style="list-style-type: none"> 1. Withholding Tax – 10% 2. Individual Income Tax – 10% Kindly confirm that Consultants' understanding is correct 	<p>It is up to the Consultants to collect and interpret the relevant information from the relevant sources.</p>
36	<p>Section 5 – Point 4 b, Page No. 30 of ToR</p> <p>Facilities Provided by the Government of Timor-Leste</p> <p>'Counterpart staff according to availability for assistance with surveys and progress monitoring.</p> <p>The Client is providing the counterpart staff to the Consultant. It may be clarified whether consultant is to provide Salary and per diem to them or not.</p>	<p>These are existing government employees who will be assigned to the project. Monthly salary and per diem is not provided by Consultant but by the Government of Timor-Leste under the Ministry of Public Works (MPW) and Ministry of Petroleum and Mineral Resources (MPMR).</p>
37	<p>Extension of Time for Submission of Proposal</p> <p>It is requested that the date of</p>	<p>Please refer to Addendum No. 1, dated 27 June 2013,</p>

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	<p>submission of the proposal may please be extended and a period of at least 3 weeks may please be given for preparation of the proposal from the date of issue of clarifications so that our experts can prepare a comprehensive proposal addressing all issues of the RFP document / TOR and also considering the time taken by the courier agency to submit the same.</p>	<p>to the RFP.</p>
38	<p>2 (Instructions to Consultant and Data Sheet)</p> <p>2.1 Data Sheet (Item 9.1 a)</p> <p>Please confirm if Proposal Security is required.</p>	<p>No proposal security requirement</p>
39	<p>5 (Terms of Reference)</p> <p>I. Introduction (Item 4)</p> <p>Will there be a time gap between the Construction Preparation (3months) and the Construction Supervision (24 months)?</p>	<p>None. One (1) month is allotted for mobilization and construction supervision preparation and the last 2 months will be after construction which will cover the contract close-out.</p>
40	<p>5 (Terms of Reference)</p> <p>VIII. Construction Supervision Input (Item 2b No.6)</p> <p>Will a Degree in Quantity Surveying be sufficient for the Quantity Engineer / Document Specialist?</p>	<p>Refer to Addendum No. 1</p>
41	<p>5 (Terms of Reference)</p> <p>VIII. Construction Supervision Input (Item 2b)</p> <p>Will there be a need for provision of a Safety and Health Officer?</p>	<p>If Consultant feels a need to provide a dedicated / separate expert for Health and Safety matters, they may propose in their proposals.</p>
42	<p>15 (Terms of Reference)</p> <p>VIII. Construction Supervision Input (Item 4b)</p> <p>Is the rate for Counterpart Staff to be included in the tender price?</p>	<p>No. See Addendum No.1</p>
43	<p>5 (Terms of Reference)</p> <p>VIII. Construction Supervision Input (Item 4c)</p> <p>Are visas and work permit payments to be included in rates for the tender price?</p>	<p>This is part of the Reimbursable Expenses.</p>
44	<p>5 (Terms of Reference)</p> <p>VIII. Construction Supervision Input (Item 5a)</p>	

NO.	CLARIFICATION	RESPONSE
	<p>What is the size required for the office accommodation in Dili? Is there any layout plan available? Also, is there any provision required for the Employer / Client's Staff.</p>	<p>The Consultant will have to determine the size of his office in Dili. There is no layout plan available. The Employer staff is already settled in their office in Dili.</p>
45	<p>5 (Terms of Reference) VIII. Construction Supervision Input (Item 5b) What is the list of survey equipment required?</p>	<p>Survey Equipment is provided by Employer.</p>
46	<p>5 (Terms of Reference) VIII. Construction Supervision Input (Item 5c) Will the computers, drafting and mapping equipment and software be provided by the Contractor (as part of site office)?</p>	<p>See Facilities Provided by The Construction Supervision Consultant in Addendum No.1</p>
47	<p>5 (Terms of Reference) VIII. Construction Supervision Input (Item 5d) Since vehicle operation and maintenance are provided under item 4a, does item 5d only cover the mileage costs?</p>	<p>The operation and maintenance is to be paid for by the Consultant and this is mileage costs are included in operation costs.</p>
48	<p>5 (Terms of Reference) IX. Work Program (item 2) Preparation of work program is by Contractor and reviewed by Consultant prior to approval by Employer / Client. Please confirm.</p>	<p>The Work Program is prepared by Contractor, checked and approved by Consultant.</p>
49	<p>6 (Standard Forms of Contract: GC) II. General Conditions of Contract (Item 2.9.1 (g)) Statement that Employer may terminate services of Consultant without assigning any reasons to be amended to "...on reasonable grounds only".</p>	<p>No change in this regard can be agreed to.</p>
50	<p>6 (Standard Forms of Contract: GC) II. General Conditions of Contract (Item 4.5 (c)) Is there any penalty Clause for the removal</p>	<p>There is no penalty clause but such replacement will</p>

NO.	CLARIFICATION	RESPONSE
	and/or replacement of personnel.	require prior approval of the Employer.
51	<p>6 (Standard Forms of Contract: SC)</p> <p>III. Special Conditions of Contract (Item 1.10)</p> <p>Item on taxes and duties to be clarified further. What is exposure and what do other impositions entail?</p>	<p>It is up to the Consultants to collect and interpret the relevant Information from the relevant sources.</p>
52	<p>6 (Standard Forms of Contract: III. Special Conditions of Contract (item 3.5)</p> <p>(a) Third Party Motor Vehicle Liability. Request for waiver since vehicles are being provided by the Employer as specified in Section 5, item 4a.</p>	<p>This cannot be waived as this is part of operation and maintenance cost that is to be shouldered by the Consultant.</p>
	<p>c) Professional indemnity of 110% of Contract Value. Request for waiver and that coverage of USD 1 million be sufficient for purposes of the Project.</p>	<p>This Professional Indemnity Insurance is retained.</p>
53	<p>Section 3 Form Tech 3 Comments and Suggestions on the Terms of Reference</p> <p>Where the Consultant proposes modifications and/or improvements to the Terms of Reference should these also be reflected in the Financial Proposal.</p> <p>For example deletion of some unnecessary activity will impact on the manning schedule and may cause the minimum person months specified in the Data Sheet to be non-conforming.</p>	<p>See Addendum No.1</p>
54	<p>Please clarify if the Contractor will be responsible for the provision of field accommodation, inclusive of ablutions and meals, for all Consultant's Field personnel as required.</p> <p>Should accommodation be provided please confirm specified standard.</p>	<p>Field accommodation for Consultant Staff is covered by Consultant while accommodation for Counterpart staff is shouldered by Contractor.</p>
55	<p>Drawings – Approval</p> <p>The Drawings provided at the conclusion of the pre proposal conference (Ref: SF TL S-1 DRAWING) have been neither checked nor approved by the Ministry of Public Works.</p>	<p>Approval will be responsibility of project owner.</p>

NO.	CLARIFICATION	RESPONSE
	Please clarify that the design will be approved for construction prior to commencement of this construction supervision Term.	
56	<p>TOR, Facilities provided by the Government</p> <p>"Site Office furnished space area building 200sq.m complete with sanitation, air condition, electricity, wifi LAN, water supply and toilets;"</p> <p>1. The Site Office will be furnished with complete working places all personnel of the Consultant?</p> <p>2. The cost of cleaning and maintenance, electricity, telecommunications and water consumables is also included?</p>	<p>1. Yes.</p> <p>2. Operation and maintenance shall be shouldered by the Consultant. See Addendum No. 1.</p>
57	<p>TOR, Facilities provided by the Government</p> <p>Vehicles including maintenance and operation: ... eight units 4 WD and 16 motorbikes....</p> <p>The consumables for all vehicles and the drivers for the eight 4 WD are also provided by the Government?</p>	<p>Only vehicles shall be provided by the Employer. The operation and maintenance shall be to the account of the Consultant.</p>
58	<p>TOR, Facilities provided by the Government</p> <p>The Government will provide Counterpart staff (3 Senior Engineers and 5 Junior Engineers) for assistance with surveys and progress monitoring.</p> <p>The monthly salary, Per Diem allowances, all expenses, accommodations, travel, means of transport, telecommunications and computers for the Counterpart staff are also provided by the Government?</p>	<p>The monthly salary and accommodations of the counterpart staff is shouldered by the Government. Telecommunications and computers are provided by the Consultant.</p>
59	<p>TOR, 4-Scope of Services" of "I. Introduction",</p> <p>The scope of services for the Construction Supervision Consultant is, b) to carry out construction supervision for the Suai-Fatucai/Mola section for 24 months.</p> <p>The time period necessary for close out the construction, like inspections, supervision of remedial works to be carried out, final inspections and acceptance of Project, approval of "As-Built" drawings and also elaboration of the "Construction Supervision</p>	<p>The whole contract covers 27 months. First month is allotted for mobilization and construction supervision preparation, 24 months for construction supervision and the last 2 months will be after construction which will cover the contract close-out. See Addendum No. 1.</p>

NO.	CLARIFICATION	RESPONSE
	Completion Report", is included in the construction period of 24 months?	
60	<p>TOR, Section 5 Responsibility of Construction Supervision Consultant'</p> <p>Responsibility of the Supervision Consultant covers the "2.a) Review of detailed engineering design for the essential works as defined above, including recommendations on amendments and revisions".</p> <p>That means "Review and approval of the Contractor's working drawings or shop drawings" as referred In Item f) of II-Scope of Services Section 5?</p> <p>As referred in the Personnel task description of Section 5 of the ToR, one of the tasks of the Highway Engineer is "to check and verify the highway design drawing of the Suai-Beaco Highway Construction Project in line with the existing field conditions and accommodate input from road stakeholders".</p> <p>The Highway Engineer is responsible to check and verify the design drawing of the entire Suai-Beaco Highway Construction Project or only the design drawing of the Suai-Fatucai/Mola Section?</p> <p>One of the tasks of the Structural Engineer is "to check and verify the design of structural drawings for the Suai-Fatucai/Mola Section Project in line with the existing site conditions especially for the underpass crossing with the existing road".</p> <p>When is this task performed? During the first 3 months of the construction preparation or during the construction period?</p> <p>The scope of the highway and Structural drawings review is to check and verify if they are in line with the existing conditions?</p>	<p>Yes.</p> <p>Yes.</p> <p>As required during the assignment.</p> <p>As the need arises.</p>
61	<p>TOR, "VIII – Construction Supervision Input", Section 5,</p> <p>For the Highway Engineer and for the</p>	

NO.	CLARIFICATION	RESPONSE
	<p>Structural Engineer is referred that they are Responsible b) to supervise and review the preparation of "As-Built" drawings for approval of Project Owner...".</p> <p>That means that the Highway Engineer and the Structural Engineer are responsible to supervise and review the "As-Built" drawings, prepared by the Construction Contractor, for approval of Project Owner?</p>	Yes
62	For foreign companies, which kind of proof of legal status is required for documents provided in the proposal from the firm's country?	The Certificate of Registration in the firm's country is required as proof of legal status.
63	For the Consultant's experience in Timor Leste or Southeast Asia, is the experience required in the last ten years or there is no limitation?	For Form Tech-2C. list only previous similar assignment successfully completed in the last ten (10) years. See Addendum No. 1.
64	Can the Employer provide the Taxation Regulations of Timor-Leste for Foreign Consultant Companies?	<p>Go to this site: http://www.mof.gov.tl/en/TLRS/DomesticTax/TaxGuidesAndForms/taxguide/</p> <p>It is up to the Consultants to collect and interpret the relevant information from the relevant sources.</p>
65	For the cost of Counterpart in the bill item of the Consultant, it is 0 or not?	The Counterpart staff is provided by the Government and this is not part of the price proposal of the Consultant.
66	Are all bill items for the consultant in fixed unit price or some of them apply add-price, for example the condition of the air fare?	The air fare shall be part of the reimbursable expenses. See Section 6 – Standard Forms of Contract: Appendix D – Cost Estimates.
67	Can the Employer provide the regulations of Timor Leste on the work permit and immigration for foreign firms?	The Consultant may collect such information from the relevant sources
68	It is understand that the cost of site office for the Consultant is the responsibility of the Contractor, but how about the cost of Dili Office for the consultant, is it also the responsibility of the Contractor?	The cost of office in Dili is the responsibility of the Consultant.
69	It is understand that the Operational Fee of the Consultant including the cost of office and accommodation which is provided by the Contractor, and other operational and maintenance fees such as the vehicle, gasoline, food, housing, etc., if they are all provided the Contractor, what is the amount of this expense, that will be based on the foxed amount or the actual cost?	The Contractor will provide vehicles, office space for whole Consultant staff and accommodation for counterpart staff. Accommodation of Consultant staff is responsibility of Consultant as well as its operation and maintenance. See Addendum 1 for more details.