



**REPÚBLICA DEMOCRÁTICA DE TIMOR-LESTE**  
**COMISSAO NACIONAL DE APROVISIONAMENTO**  
Rua dos Direitos Humanos, Dili, Timor –Leste

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# **REQUEST FOR PROPOSALS**

**CONSULTING SERVICES FOR CONSTRUCTION  
SUPERVISION FOR THE UPGRADING OF THE EXISTING  
SUAI AIRPORT.**

**RFP No. : RFP/037/MTC-MPMR-2013**

**ISSUED ON: OCTOBER 2013**

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## SECTION 1

### LETTER OF INVITATION (LOI)

**RFP No.: RFP/037/MTC-MPMR-2013**

**10 OCTOBER 2013**

1. The Government of Timor-Leste is inviting proposals from qualified consultants for the:  
**Construction Supervision for the Upgrading of the Existing Suai Airport**
2. Funding for these Services will be made from the Government of the Democratic Republic of Timor-Leste.
3. The project is located in Suai, Timor-Leste.
4. The Scope of Services covers Construction Supervision for the Upgrading of the Existing Suai Airport. It is estimated that 552 person-months of key personnel and supporting personnel services will be required during construction period + estimated 10 person-months of key personnel and supporting personnel services will be required during defects liability period.
5. A firm will be selected under the **Quality and Cost Based Selection (QCBS)** procedures as described in the RFP Documents.
6. The bidding shall be conducted as a two envelope procedure, wherein the Technical Proposal and Financial Proposal shall be submitted together in separately sealed envelopes.
7. Interested Consultant Firms may inspect the RFP Documents or obtain further information from:

**Mr. Abdul Basit**

*Charles Kendall / National Procurement Commission*

*Rua dos Direitos Humanos, Dili, Timor-Leste*

*Email: [abasit@charleskendall.com](mailto:abasit@charleskendall.com) copy to: [adorosario@npc.gov.tl](mailto:adorosario@npc.gov.tl),  
[rrillo@npc.gov.tl](mailto:rrillo@npc.gov.tl) and [ederamos@charleskendall.com](mailto:ederamos@charleskendall.com)*

8. Participation in this bidding process is open to all interested international and national Consultant Firms. The attention of interested bidders is drawn to the qualification requirements in the RFP Documents.
9. The RFP Documents may be obtained free-of-charge by any interested consultant firm by sending through email a letter of intent to participate in the tender to the email addresses specified above. Upon receipt of the letter of intent, the National Procurement Commission will promptly send via email a PDF copy of the documents.
10. A pre-proposal conference will be held at **15:00 hours** local time on **31 October 2013** at the same address specified above.
11. The proposals must be received in the Tender Box located at the same address specified above no later than **15:00 hours** local time on **26 November 2013**. Late proposals will be rejected.
12. Technical Proposals will be opened immediately after the closing time for the submission of the proposals at the same address specified above in the presence of consultants who wish to attend.

**SECTION 2**  
**INSTRUCTIONS TO CONSULTANTS AND DATA SHEET**

- 2.0 Instructions to Consultants
- 2.1 Data Sheet
- 2.2 Appendices

## 2.0- Instructions to Consultants

### Definitions

- (a) "Employer" means the agency with which the Consultant signs the Contract for the Services.
- (b) "Employer's Country" means the Democratic Republic of Timor-Leste.
- (c) "Consultant" means any private or public entity including a Joint Venture that will provide the Services to the Employer under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- (e) "CQS" means Consultant's Qualification Selection.
- (f) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (g) "Day" means calendar day.
- (h) "FBS" means Fixed Budget Selection.
- (i) "Government" means the government of the Employer's Country.
- (j) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides interested Consultants with all information needed to prepare their Proposals.
- (k) "Joint Venture" means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Employer for all the Consultant's obligations under the Contract.
- (l) "LCS" means Least Cost Selection.
- (m) "Partner" means any of the entities that make up the Joint Venture; and Partners means all those entities.
- (n) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof; "International Personnel" means such qualified persons who are not citizens of the Employer's Country; "National Personnel" means such qualified persons who are citizens of the Employer's country.
- (o) "Proposal" means a technical proposal or a financial proposal, or both.
- (p) "QBS" means Quality-Based Selection.
- (q) "QCBS" means Quality- and Cost-Based Selection.
- (r) "RFP" means this Request for Proposal.
- (s) "Services" means the work to be performed pursuant to the Contract.
- (t) "SSS" means Single Source Selection.
- (u) "Standard Electronic Means" includes facsimile and email transmissions.
- (v) "Sub-Consultant" means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- (w) "Terms of Reference" (TOR) means the document included in the RFP as Section 5, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.
- (x) "IFI" means International Financial Institutions.

**1. Introduction**

- 1.1 The Employer named in the Data Sheet invites proposals from qualified consulting firms (the Consultant) to undertake the Services defined in the Data Sheet.
- 1.2 Interested Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultants.
- 1.3 Consultants should familiarize themselves with local conditions relevant to the Services and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Employer before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Employer's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Employer will provide, at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

**Conflict of Interest**

- 1.6.1 The Employer considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. Consultants shall observe the highest standard of ethics and the Employer shall take appropriate actions to manage such conflicts of interest including disqualification of the Consultant in the selection process or termination of a resulting contract if it determines that a conflict of interest has flawed the integrity of the consultant selection or engagement or in the performance of the Services.
- 1.6.2 Without limitation on the generality of the foregoing, Consultants shall not be recruited under the circumstances set forth below:
  - (a) Conflict between consulting activities and procurement of goods, works or services: Consultants or Sub-Consultants that have been engaged by the Employer to provide goods, works or services for a project shall be disqualified from providing consulting services related to such project. Conversely, a consulting firm or individual consultant hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's or individual consultant's services for such preparation or implementation.
  - (b) Consulting firms or individual consultants shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the firm or individual. As an example,

consulting firms or individual consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consulting firms or individual consultants assisting a client in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare TOR for an assignment shall not be hired for the assignment in question.

- (c) Relationship with Employer's staff. Consultants or Sub-Consultants that have a business or family relationship with a Employer staff member who are directly or indirectly involved in any part of (i) the preparation of the TOR of the Contract, (ii) the recruitment process for such Contract, or (iii) supervision of such contract may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer.

1.6.3 Consultants have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies. In order to determine whether a conflict of interest exists, prior written approval of the Employer must be sought before former government employees or agencies of the Employer are recruited to work for their former ministries, departments or agencies. When Consultants nominate any government employees or agencies as Personnel in their technical proposal, such Personnel must have written approval from their government or employer, confirming that they will be on leave without pay from their official position and available to work full-time on the assignment for the period required by the assignment and any reasonable extension thereof. Such approval shall be provided to the Employer by the Consultant invited to contract negotiations, prior to commencement of negotiations.

**Anticorruption**

1.7 The Employer requires that consultants observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this requirement, the Employer:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (b) will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in

		corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
	(c)	will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in Employer-financed or administered activities if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract; and
	(d)	will have the right to inspect the Consultant's accounts and records and other documents relating to consultant selection and to the performance of the contract and to have them audited by auditors appointed by the Employer.
	1.8	Consultants shall furnish information on fees, gratuities, rebates, gifts, commissions or other payments if any, paid or to be paid to agents and/or representatives relating to this proposal and during execution of the assignment, as requested in the Financial Proposal submission form (Section 4).
<b>Only one Proposal</b>	1.10	A Consultant may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of a national firm (which is not a lead firm), as a sub-consultant, including individual experts, and inclusion in more than one proposal.
<b>Proposal Validity</b>	1.11	The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of experts nominated in the Proposal. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
<b>2. Clarification of RFP Documents</b>	2.1	Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
<b>Amendment of RFP Documents</b>	2.2	At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals, the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.
<b>Employer Clarification of Proposals</b>	2.3	It is understood that from time the proposals are received by the Employer to the time that the Contract is awarded, the Employer shall not request the Consultant to provide any clarification on any matter related to the Consultant's technical or financial proposal.
<b>3. Preparation of</b>	3.1	The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in the



Proposals

English language.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Consultants whose proposals do not respond to the requirements of the documents comprising the RFP and format of the proposal may fail to meet their Qualification as per RFP.

Association Arrangements and Joint Ventures

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (i) For the purpose of submitting a proposal, a Consultant may enhance its expertise for the assignment either by:
  - (a) associating with other firm/s, in which case the Consultant shall be the lead consultant and shall be solely liable under the Contract, or
  - (b) forming a Joint Venture with other firm/s, in which case the Consultant and the Partners of the Joint Venture shall be jointly and severally liable under the Contract.
- (ii) In the event that the Consultant constitutes a Joint Venture or an association, the Consultant shall submit together with the Technical Proposal (i) for a Joint Venture, a copy of the Joint Venture Agreement and a power of attorney (executed by all partners) that authorizes the designated lead or managing Partner of the Joint Venture to act for and on behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation; or (ii) for an association, an agreement or letters of association that evidence the terms and conditions of such collaboration and identifies the lead firm. Any Joint Venture agreement, Joint Venture power of attorney or agreement or letters of association shall be attached to TECH-1, Standard Forms (Section 3).
- (iii) The Joint Venture Agreement shall expressly indicate joint and several liability of the partners and identify the managing or lead partner. All Partners in a Joint Venture shall sign the Proposal unless the managing or lead Partner is nominated to do so in the power of attorney.
- (iv) None of the firms or experts proposed in an association or Joint Venture should be the subject of a sanction by the Employer and/or **International Financial Institutions (IFI)**.
- (v) Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) It is desirable that the majority of the experts proposed are regular full-time employees of the Consultant or the Sub-Consultant or have an extended and stable working relationship with it. Higher rating will be given when the expert is a regular full-time employee of the Consultant or the Sub-Consultant. A regular full-time employee of the Consultant or the Sub-Consultant is defined as a person who, on the date of submission of the Consultant's Proposal:
  - (a) is currently employed under a contract or agreement of employment with the Consultant or the Sub-Consultant;
  - (b) has been employed by the Consultant or the Sub-Consultant for the last 12 consecutive months preceding the date of submission of the Proposal;

		(c)	is entitled to receive regular remuneration and benefits (e.g. social security, pension or medical contributions) from the Consultant or the Sub-Consultant; and
		(d)	is engaged to work for the Consultant or the Sub-Consultant for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned.
<b>Proof of Legal Status</b>	3.4	The Consultant shall submit its proof of legal status i.e., certificate of incorporation (or registration, in the case of a partnership or joint venture) or any document required by the commercial laws of the Consultant's country establishing the Consultant's status to conduct or transact business as a legal entity. This shall be attached to TECH-1 Standard Forms (Section 3). Legal status documents should be provided in the English language or its true certified translation in the English language.	
<b>Disqualification</b>	3.5	Zero rating resulting in disqualification will be given to a nominated expert in particular circumstances, if:	
		(i)	the CV is not signed in accordance with para. 3.6 (vi) requirements; or
		(ii)	the CV is not provided as per RFP standard format; or
		(iii)	the expert is a current employee of the Employer; or
		(iv)	the expert has failed to disclose any situation of actual or potential conflict in terms of para. 1.6.3.
<b>Technical Proposal Format and Content</b>	3.6	Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), a Simplified Technical Proposal (STP), or a Bio-data Technical Proposal (BTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the non-complying format of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (i) to (vii) using the attached Standard Forms (Section 3). The following table summarizes the content and maximum number of pages permitted for each type of Proposal. <b>If the maximum number of pages is exceeded, a penalty of 5 percentage points will be applied for every page over the maximum page limit during evaluation of the Proposal.</b> A page is considered to be one printed side of A4 or letter size paper, with font size no smaller than 11 for written words and numbers, and font size no smaller than 9 in tables.	

Required for FTP, STP or BTP, (√)			FORM	DESCRIPTION	Page Limit
FTP	STP	BTP			
√	√	√	TECH-1	Technical Proposal Submission Form	
√	√	√	TECH-1	Proof of Legal Status	

			Attachment				
“√” “ If applicable			TECH-1 Attachment	Joint Venture Agreement or a Letter of Intent (if the Proposal is submitted by a joint venture or an association)			
“√” “ If applicable			TECH-1 Attachment	Power of Attorney: A Power of Attorney for the authorized representative of each JV member, and a Power of Attorney for the representative of the lead member to represent all JV members			
<b>FTP</b>	<b>STP</b>	<b>BTP</b>			<b>FTP</b>	<b>STP</b>	<b>BTP</b>
√			TECH-2	Consultant's Organization and Experience			
√			TECH-2A	A. Consultant's Organization	2	n/a	n/a
√			TECH-2B	B. Consultant's Experience	20	n/a	n/a
√			TECH-2C	C. Consultant's Experience in Timor-Leste or similar region	5	n/a	n/a
√			TECH-2D	D. Consultant's Quality Assurance	2	n/a	n/a
√	√	√	TECH-2E	E. References of the Consultant	1	1	1
√			TECH-3	Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Executing Agency			
√			TECH-3A	A. On the Terms of Reference	2	n/a	n/a
√			TECH-3B	B. On Counterpart Staff and Facilities	2	n/a	n/a
√	√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	50	10	1
√	√	√	TECH-5	Team Composition, Task Assignments, and Summary of CV Information	n/a	n/a	n/a
√	√	√	TECH-6	Curriculum Vitae (CV) for Proposed Experts	7 for each expert	7 for each expert	7 for each expert
√			TECH-7	Personnel Schedule	n/a	n/a	n/a
√	√	√	TECH-8	Work Schedule	n/a	n/a	n/a
√	√	√	TECH-9	Declaration of Compliance with Requirements of Technical Proposal			

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- (i) (a) [For FTP only:] a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of Joint Venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ experts who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted as a lead firm or as one of the major firms within a Joint Venture. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Joint Venture partners or Sub-Consultants, but can be claimed by the expert themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Employer.
- (b) For STP information in para. 3.4(i)(a) is not required and Form TECH-2 of Section 3 shall not be used.
- (ii) (a) [For FTP only:] comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3 A and B of Section 3).
- (b) For STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (iii) (b)).
- (iii) (a) [For FTP and STP:] a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and personnel schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (b) For STP only: the description of the approach, methodology and work plan shall consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The reference to charts and diagrams (see preceding table) in the maximum 10 page limit does not include Form TECH-7 and Form TECH-8 which shall be provided separately.
- (iv) **Form TECH-9 is the declaration of compliance with the requirements of the Technical Proposal documents. The Consultant's authorized representative shall sign and date this Form on behalf of the Consultant. Failure to do so and submit the duly signed declaration of compliance with the Technical Proposal will result in the disqualification of the Proposal.**
- (v) The list of the proposed team by area of expertise, the position that would be assigned to each team member, their tasks and a summary of essential CV information (Form TECH-5 of Section 3).
- (vi) Estimates of the expert and/or specialist input (person-months of international and national personnel) needed to carry out the assignment (Form TECH-7 of Section 3). The person-months input

**Financial Proposals**

- should be indicated separately for home office and field activities, and for international and national personnel.
- (vii) CVs of the experts signed by the experts themselves or by the authorized representative submitting the proposal (Form TECH-6 of Section 3). Should the firm be ranked first, copies of the same CVs signed by the experts must be submitted to the Employer prior to commencement of contract negotiations.
- 3.7 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial details under any selection method, except CQS and SSS, will be declared non responsive.
- 3.8 (i) The Consultant shall submit a hard copy of the Financial Proposal using the attached standard forms (Section 4). The Employer shall read the Hard Copy during the public opening of Financial Proposals.
- (ii) It is the Consultant's responsibility to ensure that the correct Financial Proposal format is used for the selected method indicated in the Data Sheet.
- (iii) The Financial Proposal requires completion of the six forms FIN-1 to FIN-6 shown in Section 4.
- a. Form FIN-1 is the Financial Proposal Submission Form.
  - b. Form FIN-2 summarizes the proposed cost(s). Remuneration is divided into billing rates for international and national experts; miscellaneous expenses are divided into per diem rates for international and national experts and costs for other expenses items required to perform the Services, as indicated in the Data Sheet. When QBS is used, the financial proposal should remain within the estimated budget specified. When QCBS is used, the Data Sheet will specify either an estimated budget or a maximum budget [see 5.6(iii)-(iv)]:
    1. For estimated budgets: the gross evaluated financial proposal (inclusive of provisional sums and contingencies) **may** exceed the estimated budget for the assignment;
    2. For maximum budgets: the gross evaluated financial proposal (inclusive of provisional sums and contingencies) **cannot** exceed the maximum budget for the assignment, and if it does, this will result in disqualification of such financial proposal.
  - c. Forms FIN-3 and FIN-4 show the remuneration. **FIN-4 shows the remuneration details and shall only be used when CQS, QBS or SSS method is used.**
  - d. FIN-5 shows details of miscellaneous expenses.
  - e. **Form FIN-6 is the declaration of compliance with the requirements of the Financial Proposal documents. The Consultant's authorized representative shall sign and date this Form on behalf of the Consultant. Failure to do so and submit the duly signed declaration of compliance with the Financial Proposal will result in the disqualification of the Proposal.**
  - f. The amounts stated under provisional sums and for contingency in FIN-2 must be the exact amounts as specified in the Data Sheet for such cost and are included within the maximum budget for the assignment specified in the Data Sheet. The exact amounts of provisional sums and contingency and the applicable payment schedule will be

determined during contract negotiations.

- g. All activities and items described in the Technical Proposal must be priced. Any activities or items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items provided for in the Financial Proposal. For remuneration related costs, if less than the minimum number of person months specified in the Data Sheet is provided in the Personnel Schedule of the Technical Proposal for international and/or national experts, the difference between such proposed person months for each expert in the Financial Proposal will be added to remuneration related costs at the remuneration rate per month (either home or field) specified for such expert in the Financial Proposal.

<b>Taxes</b>	3.9	The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on nonresident International Personnel, duties, fees, levies) on amounts payable by the Employer under the Contract. The Employer will state in the Data Sheet if the Consultant is subject to payment of any local taxes. If affirmative, 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: <a href="http://www.mof.gov.tl/en/TLRS/DomesticTax/TaxGuidesAndForms/taxguide/">http://www.mof.gov.tl/en/TLRS/DomesticTax/TaxGuidesAndForms/taxguide/</a>
<b>Currencies</b>	3.10	Consultants shall express the price of their services in <b>United States Dollar</b> .
<b>Fees, Gratuities and Commissions</b>	3.11	Fees, gratuities, rebates, gifts, commissions or other payments or benefits, if any, paid or to be paid or provided or to be provided by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
<b>4. Submission, Receipt, and Opening of Proposals</b>	4.1	The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should be in the format of TECH-1 of Section 3 and FIN-1 of Section 4, respectively, including required attachments, if any. [See para. 3.3(i) above.]
	4.2	An authorized representative of the Consultants shall initial all pages of Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Financial Proposal shall be marked "ORIGINAL."
	4.3	The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
	4.4	The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL"

		Similarly, the original Financial Proposal, in the case of FBS, LCS and QCBS, shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Name of the assignment, and with a warning "Do NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and Name of the assignment, and be clearly marked "Do NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [insert the time and date of the submission deadline indicated in the Data Sheef]". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, for FBS, LCS and QCBS, this will constitute grounds for declaring the Proposal non-responsive.
		4.5 The Proposals must be sent to the address indicated in the Data Sheet and received by the Employer no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Employer after the deadline for submission shall be returned unopened.
		4.6 The Employer shall open the Technical Proposal immediately after the deadline for their submission. For FBS, LCS and QCBS methods, the envelopes with the Financial Proposal shall remain sealed and securely stored.
		4.7 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
		4.8 For FBS, LCS and QCBS methods, the evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
5. Evaluation of Technical Proposals	5.1	The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, and rating system specified in the Data Sheet in terms of the Summary and Personnel Evaluation Criteria detailed in the Appendix thereto. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score, if any, indicated in the Data Sheet.
Financial Proposals for CQS, QBS, and SSS	5.2	Following the ranking of Technical Proposals, when selection is based on CQS, QBS and SSS methods, in the event of submission of a responsive technical proposal, the first-ranked Consultant is invited to negotiate its Financial Proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.
Public Opening and Evaluation of Financial	5.3	In the case of FBS, LCS and QCBS, after the technical evaluation is completed, the Employer shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were

**Proposals  
(only for  
QCBS, FBS  
and LCS)**

considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Employer shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, informing them of the technical scores obtained by their Technical Proposals, and indicating the date, time and location for opening the Financial Proposals. The expected date for the public opening of the Financial Proposals is indicated in the Data Sheet; the opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

**Opening and  
Evaluation of  
Financial  
Proposals  
(only for  
QCBS, FBS,  
and LCS)**

- 5.4 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 5.5 The evaluation committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals under FBS, LCS and QCBS methods, the Committee and any Employer personnel and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Consultant, who has submitted a Financial Proposal. Financial Proposals will be reviewed to ensure these are:
- (i) complete (i.e., whether Consultants have priced all items of the corresponding Technical Proposal); if not, for material omissions, the Employer will price them by application of the highest unit cost and quantity of the omitted item as provided in the other Financial Proposals and add their cost to the offered price, and correct any arithmetical errors. When correcting computational errors, in case of discrepancy between (a) a partial amount and the total amount, the partial amount shall prevail; (b) words and figures, the words shall prevail. The evaluated total price (ETP) for each Financial Proposal will be determined. The ETP excludes non-competitive components (i.e. contingencies and provisional sums).
  - (ii) In compliance with the requirements set forth in the Data Sheet, each Financial Proposal must include provisional sums and contingencies in the amounts specified in the Data Sheet and the validity period of the Consultants' proposals must accord with the validity period indicated in the Data Sheet. Provision for a discount in any Financial Proposal is not permissible and the ETP for each Financial Proposal will be determined without applying any discount.
- 5.6 **When the QCBS method is used:**
- (i) to allow comparison on a common basis, each Financial Proposal will be carefully scrutinized in accordance with the procedure outlined in para. 5.5, and an ETP will be determined. The lowest evaluated Financial Proposal will receive the maximum score of 1,000 marks. The score for each other Financial Proposal is inversely proportional to its ETP and will be computed as follows:



$S_f = 1,000 \times F_m / F$  where:

$S_f$  is the financial score of the Financial Proposal being evaluated,

$F_m$  is the ETP of the lowest priced Financial Proposal,

$F$  is the ETP of the Financial Proposal under consideration.

- (ii) following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by normally applying a weight as specified in the Data Sheet (i.e., 90%:10%, 80%:20%, or 70%:30%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant. After such final ranking, the first-ranked Consultants will be invited for contract negotiations.
- (iii) if a maximum budget is specified in the Data Sheet, Financial Proposals must be within such maximum budget. If any proposal exceeds such maximum budget, such proposal will be held non-responsive and be given a zero score. In such cases, if the firm submitting a Financial Proposal exceeding the maximum budget still obtains the highest combined score in final ranking, this winning firm will be advised, as a condition of contract negotiations, to reduce the Financial Proposal to the maximum budget without compromising the TOR for the assignment (and without modification of proposed unit rates.)
- (iv) if an estimated budget is specified in the Data Sheet, a Financial Proposal may exceed such estimated budget, if considered necessary by the firm submitting the financial proposal. In such cases, if the firm submitting a Financial Proposal exceeding the estimated budget still obtains the highest combined score in final ranking, this winning firm may be advised, as a condition of contract negotiations, to reduce the Financial Proposal to such maximum budget without compromising the TOR for the assignment (and without modification of proposed unit rates).

**5.7 When the FBS method is used:**

- (i) the Employer will select the Consultant that submitted the highest ranked Technical Proposal within the budget specified in the Data Sheet.
- (ii) Financial Proposals that exceed the maximum budget specified in the Data Sheet will be rejected.

**5.8 When the LCS method is used:**

- (i) the Employer will select the lowest Financial Proposal of a Consultant whose Technical Proposal passed the minimum technical score specified in the Data Sheet.
- (ii) Financial Proposals that exceed the maximum budget specified in the Data Sheet will be rejected.

**6. Negotiations**

- 6.1 Subject to Clause 1.2, negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal in the absence of death or medical incapacity. Failure in satisfying such requirements may result in the Employer proceeding to initiate the negotiation process with the next-ranked Consultant. Representatives conducting negotiations on behalf

		of the Consultant must have written authority to negotiate and conclude a Contract.
<b>Technical negotiations</b>	6.2	Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and personnel, and any suggestions made by the Consultant to improve the TOR. The Employer and the Consultants will finalize the TOR, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.
<b>Financial negotiations</b>	6.3	<p>(i) When CQS, QBS, or SSS method is used, the financial negotiations will include a detailed review of all the Consultant's proposed costs including a review of all documentation provided by the Consultant in support of proposed costs. In particular, the Consultants shall provide full details of the remuneration of all nominated experts, according to Section 4 - Financial Proposal - Standard Forms of this RFP, including the information required in Form FIN-4.</p> <p>(ii) When FBS, LCS or QCBS method is used, the financial negotiations will, as necessary, fine-tune duration of the expert's inputs and quantities of out-of-pocket expenditure items that may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal but without significant alterations. The details of expert remuneration and specific unit rates for out-of-pocket expenditures will not be subject to negotiations.</p> <p>(iii) For QCBS where the Financial Proposal of the first-ranked firm is substantially higher than any maximum or estimated budget specified in the Data sheet, the Employer reserves the right to invite the next-ranked firm to negotiate, if negotiations with such first-ranked firm do not result in an acceptable contract having due regard to the inputs and scope of work required under the TOR (see 5.6(iii)-(iv)).<sup>1</sup></p>
<b>Availability of Personnel</b>	6.4	Having selected the Consultant on the basis of, among other things, an evaluation of proposed personnel, the Employer expects to negotiate a Contract on the basis of the personnel named in the Proposal. Before contract negotiations, the Employer will require assurances that the personnel will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. The Employer may also request the replacement of any expert nominated by the invited firm who receives a rating below 70% (average) or is deemed to be unsuitable for a proposed position. In the event that the Employer requests a replacement, such replacement shall have the same unit rate of remuneration proposed for the original candidate by the firm in its Financial Proposal except where the method of selection is CQS, QBS, or SSS, where the rate of remuneration will be based on

<sup>1</sup> N.B. Proposed unit rates for remuneration shall not be altered since the unit rate cost has been a factor in the selection process.

		supporting documentation. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. Failure to meet either of these requirements may result in disqualification.
<b>Conclusion of the negotiations</b>	6.5	Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the Employer will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
<b>7. Award of Contract</b>	7.1	After completing negotiations the Employer shall award the Contract to the selected Consultant and notify the other Consultants who could have been invited to negotiate a Contract that they were unsuccessful. When FBS, LCS or QCBS is used, after Contract signature the Employer shall return the unopened Financial Proposals to the consultants whose Technical Proposals have not secured the minimum qualifying mark, or were found to be technically non-responsive.
	7.2	The Consultant is expected to commence the Services on the date and at the location specified in the Data Sheet.
	7.3	Consultants who were not awarded the Contract may request an oral debriefing from the executing agency after Contract award in respect of their Proposal.
<b>8. Confidentiality</b>	8.1	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process. The use by any Consultant of confidential information related to the process may make it subject to the provisions of the anti-corruption policy in accordance with para. 1.7.
<b>9. Proposal Security</b>	9.1	If specified in the Data Sheet, the Consultant shall furnish as part of its proposal a proposal security in original form. The amount and currency shall be as specified in the Data Sheet.
	9.2	The proposal security shall be, at the Consultant's option, in any of the following forms: (a) an unconditional bank guarantee; (b) an irrevocable letter of credit; or (c) a cashier's or certified check;  all from a reputable bank acceptable to the Employer. In the case of a bank guarantee, the proposal security shall be submitted either using the Proposal Security Form included in Section 3 (Technical Proposal Forms) or in another substantially similar format approved by the Employer prior to proposal submission. In either case, the form must include the complete name of the Consultant. The proposal security shall be valid for twenty-eight days (28) beyond the original validity period of the proposal.
	9.3	Any proposal not accompanied by an enforceable and substantially responsive proposal security, if required in accordance with ITB 9.1, shall be rejected by the Employer as nonresponsive.
	9.4	The proposal security of Consultants who were evaluated as technically non-responsive shall be returned as promptly as possible upon the completion of the technical evaluation.
	9.5	The proposal security of the technically responsive consultants shall be returned as promptly as possible once the successful Consultant has signed the Contract.

9.6 The proposal security may be forfeited if:

- (a) Consultant withdraws its proposal during the period of proposal validity as specified in Clause 1.11 of the Data Sheet; or
- (b) Consultant fails or refuses to execute the Contract Agreement after contract negotiations between the Employer and the Consultant have been successfully concluded.

## 2.1 DATA SHEET – INSTRUCTIONS TO CONSULTANTS

Paragraph Reference	<b>RFP/037/MTC-MPMR-2013</b>
<b>1.1</b>	<p>Name of the Employer: <b>Ministry of Transport and Communications (MTC) and the Ministry of Petroleum &amp; Mineral Resources (MPRM) of Republic Democratic of Timor-Leste.</b></p> <p>Method of selection: <b>QUALITY- AND COST-BASED SELECTION (QCBS)</b></p>
<b>1.2</b>	<p>Financial Proposal to be submitted together with Technical Proposal: <b>YES</b></p> <p>Name of the assignment is: <b>CONSTRUCTION SUPERVISION FOR THE UPGRADING OF THE EXISTING SUAI AIRPORT</b></p>
<b>1.3</b>	<p>A pre-proposal conference will be held: <b>YES</b></p> <p>The pre-proposal conference will be held on <b>31 October 2013 at 15:00 hours Timor-Leste time</b> at the address below:</p> <p><b>Office of the National Procurement Commission</b>  Rua dos Direitos Humanos  Dili, Timor-Leste</p> <p>The Employer's representative is:</p> <p><b>Aniceto do Rosario</b>  Member, National Procurement Commission  Rua dos Direitos Humanos  Dili, Timor-Leste</p>
<b>1.4</b>	<p>The Employer will provide the following inputs and facilities:</p> <ol style="list-style-type: none"> <li>Counterpart staff according to availability for assistance</li> <li>Assistance and advice on the processing of visas and work permits for Consultant staff as requested.</li> </ol>
<b>1.11</b>	<p>Proposals must remain valid <b>NINETY (90) DAYS</b> after the deadline of proposal submission.</p>
<b>2.1</b>	<p>Clarifications may be requested not later than <b>Fifteen (15) days</b> before the deadline of proposal submission.</p> <p>The address for requesting clarifications is:</p>

<b>Paragraph Reference</b>	<b>RFP/037/MTC-MPMR-2013</b>
	<p><b>Mr. Aniceto do Rosario</b> National Procurement Commission Rua dos Direitos Humanos Dili, Timor-Leste</p> <p>Email address: adorosario@npc.gov.tl</p> <p>copies to:</p> <p>rrillo@ntpc.gov.tl, ederamos@charleskendall.com, abasit@charleskendall.com</p>
<b>3.6</b>	<p>The format of the Technical Proposal to be submitted is:</p> <p><b>Full Technical Proposal (FTP)</b></p>
<b>3.6 and 3.8 (iii) g</b>	<p><b>Minimum</b> number of person-months that must be shown on the personnel schedule are:</p> <p><b>International Key Personnel: 308</b></p> <p><b>National Support Personnel: 254 person-months</b></p> <p>Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
<b>3.8 (iii) b</b>	<p>Maximum Budget for the Assignment (including the provisional sums): <b>to be advised</b></p>
<b>3.8 (iii) d</b>	<p>Miscellaneous expenses may include the following:</p> <ol style="list-style-type: none"> <li>(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the personnel shall be absent from their home office;</li> <li>(2) cost of necessary international and local air travel, including international travel of the international experts by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) land transportation including vehicle rental;</li> <li>(4) cost of international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(5) cost, rental and freight of any equipment required to be provided by the</li> </ol>

<b>Paragraph Reference</b>	<b>RFP/037/MTC-MPMR-2013</b>
	<p>Consultant for the purposes of the Services;</p> <p>(6) cost of printing and dispatching of the reports to be produced for the Services;</p> <p>(7) miscellaneous administrative and support costs including office operations, support personnel and translation; and</p> <p>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</p>
<b>3.8 (iii) f</b>	<p>Amount for provisional sums:</p> <p><b>Provisional Sum: NIL</b></p> <p><b>Contingency amount: NIL</b></p>
<b>3.9</b>	<p>Amounts payable by the Employer to the Consultant under the contract to be subject to local taxation: <b>YES</b></p> <p><b>The Consultant shall pay local taxes without reimbursement by the Employer.</b></p>
<b>4.3</b>	<p>The Consultant must submit:</p> <p>(a) <b>Technical Proposal:</b> one (1) original and three (3) copies in CD;</p> <p>(b) <b>Financial Proposal:</b> one (1) original and in CD.</p>
<b>4.4</b>	Financial Proposal to be submitted in sealed envelope: <b>YES</b>
<b>4.5</b>	<p>Consultant must submit the original and three copies of the Technical Proposal with CD, and the original Financial Proposal with CD to the Employer to the following address:</p> <p><b>BID BOX</b></p> <p>Office of the National Procurement Commission Rua dos Direitos Humanos Dili, Timor-Leste</p> <p><b><u>Ref. No.: RFP/037/MTC-MPMR-2013</u></b></p> <p><b>CONSTRUCTION SUPERVISION FOR THE UPGRADING OF THE EXISTING SUAI AIRPORT</b></p> <p>Proposals must be submitted no later than the following date and time: <b><u>26 November 2013; 15:00 HOURS TIMOR-LESTE TIME</u></b></p>

<b>Paragraph Reference</b>	<b>RFP/037/MTC-MPMR-2013</b>
<b>5.1</b>	Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are those indicated in the Evaluation Sheets listed in Appendix 1.  <b>The minimum technical score required to pass is 750 from a maximum of 1,000 points.</b>
<b>5.3</b>	<b>In accordance with the applicable law, the Employer shall open the Financial Proposals of only the first-rank and second-rank Consultants based on the technical evaluation scores.</b>
<b>5.3</b>	Expected date for public opening of Financial Proposals:  <b><u>23 December 2013; 15:00 HOURS TIMOR-LESTE TIME</u></b> to be held at:  <b>Office of the National Procurement Commission</b> Rua dos Direitos Humanos Dili, Timor-Leste
<b>5.6(ii)</b>	Quality-Cost Ratio: <b>80:20</b>
<b>6.1</b>	Expected date and address for contract negotiations:  <b>9 January 2014</b> to be held at:  <b>Office of the National Procurement Commission</b> Rua dos Direitos Humanos Dili, Timor-Leste
<b>7.2</b>	Expected date for commencement of consulting services: <b>1 February 2014</b>
<b>9.1</b>	A Proposal Security is required in the amount of: <b>N/A</b>



## **2.2 APPENDICES**

### **EVALUATION SHEETS TO BE USED FOR THE EVALUATION OF TECHNICAL PROPOSALS**

- (i) Summary Evaluation Sheet;
- (ii) Personnel Evaluation Sheet.

APPENDIX 1 -SUMMARY EVALUATION SHEET

EVALUATION CRITERIA		Max. Weight	Firm 1		Firm 2		Firm 3		Firm 4		Firm 5		Firm 6	
			Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
I. Qualification of the Firm		150												
a.	Experience in at least two (2) similar projects within the last ten (10) years	90												
b.	Experience in at least one (1) consultancy project in Timor-Leste or three (3) consultancy projects in similar region	30												
c.	Quality Management System	30												
II. Approach and Methodology		250												
a.	Understanding of Objectives	40												
b.	Quality of Methodology	60												
c.	Innovativeness / Comments to TOR	50												
d.	Work Program	50												
e.	Personnel Schedule	50												
III. Personnel (Areas of Expertise)		600												
Key Experts														
a.	Project Director	90												
b.	Resident Engineer	80												
c.	Pavement Engineer	50												
d.	Drainage Engineer	40												
e.	Air Traffic Control Specialist	50												
f.	Architect	40												
g.	Structural Engineer	40												
h.	Mechanical Engineer	30												
i.	Electrical Engineer	30												
j.	Quantity Surveyor	30												
k.	Scheduler	30												
l.	Environmental Specialist	30												
m.	QA/QC Engineer	50												
n.	Office Manager	10												
		1000												
Rating:    Excellent - 100%    Very Good - 90%    Above Average - 80%    Average - 70%    Below Average - 50%    Non-complying - 0%														
Score:    Maximum Weight x Rating / 100														

## APPENDIX 2 - PERSONNEL EVALUATION SHEET

**Name of Firm:**

POSITION/AREA OF EXPERTISE			NAME		A		B		C		TOTAL SCORE (A+B+C)
					General Qualifications		Project-Related Experience		Experience in Timor-Leste or similar region		
					15%		75%		10%		
					Rating	Score	Rating	Score	Rating	Score	
KeyExperts											
Experts' Assistant (Timorese)			NAME		A		B				TOTAL SCORE (A+B)
					Academic Qualifications		Project-Related Experience				
					30%		70%				
					Rating	Score	Rating	Score			

**Rating:**      Excellent - 100%      Very Good - 90%      Above Average - 80%      Average - 70%      Below Average - 50%      Non-complying - 0%

**Score:** Rating x percentage assigned to criterion

**SECTION 3**  
**TECHNICAL PROPOSAL**  
**STANDARD FORMS**

***Note: The Consultants' attention is drawn to Clause 3.6 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.6 of Section 2 of the RFP for Standard Forms required and number of pages permitted.***

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
  - A. Consultant's Organization
  - B. Consultant's Experience
  - C. Consultant's Experience in Timor-Leste or Similar Region
  - D. Consultant's Quality Assurance
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Executing Agency
  - A. On the Terms of Reference
  - B. On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology, Work Plan, and Organization and Personnel for Performing the Assignment
- TECH-5 Team Composition, Task Assignments, and Summary of CV Information
- TECH-6 Curriculum Vitae (CV) of Proposed Professional Experts
- TECH-7 Personnel Schedule
- TECH-8 Work Schedule
- TECH-9 Declaration of Compliance to Technical Proposal

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of NPC]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.<sup>2</sup>

We are submitting our Proposal in association with/as a Joint Venture: [Insert a list with full name and address of each Joint Venture Partner or sub-Consultant].<sup>3</sup> Attached is the following documentation: [Joint Venture Agreement and Joint Venture power of attorney for Lead Partner].<sup>4</sup>

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We also attached proof of legal status in accordance with Section 2, Clause 3.4 of the RFP.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 1.11 of the Data Sheet, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain  
Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

Annexes:

- 1. Power of Attorney demonstrating that the person signing has been duly authorized to sign the Proposal on behalf of the Consultant and its associates;
- 2. Joint Venture or Association Agreements (if applicable, but without showing any Financial Proposal

<sup>2</sup> If FBS, LCS or QCBS.  
<sup>3</sup> [In case Clause Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."  
<sup>4</sup> [Delete in case no association or Joint Venture is proposed].

- 
3. information); and  
Letter(s) of Incorporation (or other documents indicating legal status).

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**Form TECH-2 Consultant’s Organization and Experience**

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**A - Consultant’s Organization**

*[Provide here a brief (two pages) description of the background, organization and general experience of the Consultant and if applicable, Sub-Consultant and each Joint Venture Partner for this assignment.]*



B - Consultant’s Experience

[Using the format below, provide information on each assignment for which your firm, and each Joint Venture partner or sub-Consultant for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a joint venture or sub-consultancy, for carrying out consulting services similar to the ones requested under this assignment. List only previous similar assignment successfully completed in the last 10 years. Use a maximum of 20 pages. No promotional material should be included. All fields in the following forms are mandatory to be filled. **Specific project experience with missing information in the following form may not be considered for evaluation.**

**The Consultant should substantiate their claimed experience by presenting copies of certificate of completed projects and portion of signed contract showing contract amount, services rendered and signing page of on-going projects. These materials are not part of the maximum 20-pages requirement**

Assignment name:	Approx. value of the consultancy contract (in current US\$):
Country:  Location within country	Duration of assignment (months)
Name of Client:	Total No. of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the consultancy contract (in current US\$):
Name of Client Representative/Title:	Client Representative contact details:  Email:  Telephone no.:
Start date (month/year):  Completion date (month/year):	No. of professional person-months provided by the Joint Venture Partners or the Sub-Consultants:
Name of joint venture partner or sub-Consultants, if any:	Name of senior regular full time employees <sup>5</sup> of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided in the assignment:	

Firm’s Name: \_\_\_\_\_

\_\_\_\_\_

<sup>5</sup> Regular full-time employee as defined in para. 3.3(ii), footnote 3 of Section 2.

C - Consultant’s Experience in Timor-Leste or Similar Region

[Using the format below, provide information on each assignment for which your firm, and each Joint Venture partner or sub-Consultant for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a joint venture or sub-consultancy, for carrying out consulting services in Timor-Leste or Similar Region, requested under this assignment. Use a maximum of 5 pages. No promotional material should be included.]. **Specific project experience with missing information in the following form may not be considered for evaluation.**

**The Consultant should substantiate their claimed experience by presenting copies of certificate of completed projects and portion of signed contract showing contract amount, services rendered and signing page of on-going projects. These materials are not part of the maximum 5-pages requirement**

Assignment name:	Approx. value of the consultancy contract (in current US\$):
Country: Location within country	Duration of assignment (months)
Name of Client:	Total No. of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the consultancy contract (in current US\$):
Name of Client Representative/Title:	Client Representative contact details:  Email:  Telephone no.:
Start date (month/year): Completion date (month/year):	No. of professional person-months provided by the Joint Venture Partners or the Sub-Consultants:
Name of joint venture partner or sub-Consultants, if any:	Name of senior regular full time employees <sup>6</sup> of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided in the assignment:	

Firm’s Name: \_\_\_\_\_

\_\_\_\_\_

<sup>6</sup> Regular full-time employee as defined in para. 3.3(ii), footnote 3 of Section 2.

**D- Consultant’s Quality Assurance**

*[Describe briefly (two pages) your firm’s standard policies, procedures or practices in place that promote quality in the workplace, your interaction with clients, and the outputs you produce.*

*Describe also how you will ensure quality of your firm’s performance over the life of this assignment]*

*A company who is ISO certified should show proof of ISO certification. This certification is not part of maximum 2-page requirement.*

---

**E–References of the Consultant**

*[Provide contact information for at least three (3) references that can provide substantial input about:*

*(a) The type of services performed*

*(b) Confirm the quality of the work experience listed in Form TECH-2B and TECH-2C]*

Name	Position	Address	Telephone No.	Fax No.	E-mail address

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**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE  
AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE  
EXECUTING AGENCY**

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**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal. Use a maximum of 2 pages]*

**B – On Counterpart Staff and Facilities**

*[Comment (two pages) here on Counterpart Staff and Facilities to be provided by the Employer according to Clause Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc. Use a maximum of 2 pages ]*

---

## FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (maximum of 50 pages, inclusive of charts and diagrams for Full Technical Proposal and maximum of 10 pages if a Simplified Technical Proposal is used) divided into the following three chapters:*

- a) Technical Approach and Methodology (including Understanding of Objectives),*
  - b) Work Plan, and*
  - c) Organization and Personnel*
- a) Technical Approach and Methodology.[In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*
- b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*
- c) Organization and Personnel. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. You shall also specify if you will be the lead firm in a joint venture or in an association with sub-consultants.]*

Form TECH-5 Team Composition, Task Assignments, and Summary of CV Information

Family Name, First Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	International or National Expert	Citizenship	Employment Status with Firm (full-time, or other)	Education/Degree (Year/Institution)	No. of years of relevant project experience	CV signature (by expert/by other)



**FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS**

*(Maximum of five (7) pages for each expert's CV)*

**1. Proposed Position** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_

**2. Name of Firm** *[Insert name of firm proposing the expert]:* \_\_\_\_\_  
\_\_\_\_\_

**3. Name of Expert** *[Insert full name]:* \_\_\_\_\_

**4. Date of Birth:** \_\_\_\_\_ **Citizenship:** \_\_\_\_\_

**5. Education***[Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_  
\_\_\_\_\_

**6. Membership in Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_

**7. Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_  
\_\_\_\_\_

**8. Countries of Work Experience:** *[List countries where expert has worked in the last ten years]:* \_\_\_\_\_  
\_\_\_\_\_

**9. Languages***[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_  
\_\_\_\_\_

**10. Employment Record***[Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: \_\_\_\_\_To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<b>11. Detailed Tasks Assigned</b>  <i>[List all tasks to be performed under this assignment]</i>	<b>12. Work undertaken that best illustrates capability to handle the tasks assigned</b>  <i>[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line 11.]</i>  Name of assignment or project: _____  Year: _____  Location: _____  Client: _____  <u>Client Contact Details (Name, Tel. No. and email address:</u>  Main project features: _____  Positions held: _____  Activities performed: _____
---	---

**13. Certification:**

I, the undersigned, certify to the best of my knowledge and belief-	Yes/ No
(i) this CV correctly describes my qualifications and my experience	<input type="checkbox"/> <input type="checkbox"/>
(ii) I am employed by the Executing or the Implementing Agency of the Government of the Democratic Republic of Timor-Lese	<input type="checkbox"/> <input type="checkbox"/>

I understand that any willful misstatement described herein may lead to disqualification or dismissal, and/or any other disciplinary action being taken by the Employer.

_____	Date: _____
<i>[Signature of expert or authorized representative of the firm]</i>	<i>Day/Month/Year</i>

Full name of authorized representative:

## FormTECH-7 Personnel Schedule<sup>1</sup>

No.	Name of Expert /Position	Expert input (in the form of a bar chart) <sup>2</sup>														Total person-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total	
Key Experts																		
1		[Home]														<div></div>		
		[Field]														<div></div>		
2																<div></div>		
																<div></div>		
3																<div></div>		
																<div></div>		
																<div></div>		
n																<div></div>		
											Subtotal							
Experts' Assistants (Timorese)																		
1		[Home]														<div></div>		
		[Field]														<div></div>		
2																<div></div>		
																<div></div>		
																<div></div>		
n																<div></div>		
											Subtotal							
											Total					<div></div>		

<sup>1</sup>For

experts the input should be indicated individually; for experts' assistants, it should be indicated individually, or, if appropriate, by category (e.g. economists, financial analysts, etc.).

2

Months are counted from the start of the assignment. For each expert indicate separately the input for home and field work.

3

Field work means work carried out at a place other than the Consultant's home office.

Full time input

 Part time input

### Key

FORMTECH-8WORK SCHEDULE

No.	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports),

2 Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-9<sup>7</sup>

DECLARATION OF COMPLIANCE OF TECHNICAL PROPOSAL

A. I, \_\_\_\_\_ [*name and position of authorized signatory*] duly authorized by \_\_\_\_\_ [*name of Consulting firm/Joint Venture Partner*] (“Consultant”) hereby certify on behalf of the Consultant and myself that information provided in the Technical Proposal submitted by the Consultant for

RFP No. \_\_\_\_\_; Title (“Project”)

is true, correct and accurate to the best of my knowledge and belief. I further certify that on behalf of the Consultant that (i) the Consultant has not taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive practice and is not subject to any conflict of interest as defined in para. 1.6 and 1.7 of the Instructions to Consultants; and (ii) the Consultant agrees to allow the Employer, at its option, to inspect and audit all accounts, related documents, and records relating to the Proposals and, if the Consultant is engaged, to the ensuing contract.

B. I certify that neither the Consultant nor any Sub-Consultant or Joint Venture Partner, or expert nominated by the Consultant in these Proposals has been sanctioned for corrupt practice by the Government of the Republic of Timor-Leste or the International Financial Institutions (IFI).

C. I further certify on behalf of the Consultant that, if selected to undertake consulting services, we shall carry out such services in continuing compliance with the terms and conditions of the Contract.

\_\_\_\_\_

Authorized Signatory

For and on behalf of the Consultant

Date:

\_\_\_\_\_

\_\_\_\_\_

<sup>7</sup> Failure to complete this form will result in disqualification of the Financial Proposal.

**SECTION 4**  
**FINANCIAL PROPOSAL**  
**STANDARD FORMS**

- FIN 1 FINANCIAL PROPOSAL SUBMISSION FORM
- FIN 2 SUMMARY OF COST
- FIN 3 REMUNERATION
- FIN 4 BREAKDOWN OF REMUNERATION
- FIN 5 BREAKDOWN OF OUT OF POCKET EXPENSES
- FIN 6 ACKNOWLEDGEMENT OF COMPLIANCE

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>8</sup>].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 1.11 of the Data Sheet.

We confirm that we [have / have not] paid and will not subsequently pay fees, gratuities, rebates, gifts, commissions or other payments to any individual or entity relating to this proposal and contract execution, if we are awarded the contract. [If you have, list the amount(s) paid, the purpose(s) of the payment(s) and the name(s) of the individual(s) or entity/ies who received the payment(s)]

If negotiations are held during the validity of the proposal, we confirm availability of our team of proposed personnel. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake, if our proposal is accepted, to initiate the consulting services for the services by the date indicated in the data sheet.

We hereby certify that information provided in the Technical and Financial Proposals (collectively "Proposals") submitted by us for ("Project") is true, correct and accurate to the best of our knowledge and belief. We further certify that (i) the Proposals have been prepared and submitted in compliance with the terms and conditions set forth in the Request for Proposals, (ii) we have not taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive practice and is not subject to any conflict of interest as defined in Request for Proposals; and (iii) we agree to allow the Employer, at its option, to inspect and audit all accounts, related documents, and records relating to the Proposals and, if we are engaged, to the ensuing contract.

We certify that neither ourselves nor any Sub-Consultant or Joint Venture Partner, or expert nominated by us in these Proposals has been sanctioned by the Employer.

We remain  
Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

<sup>8</sup>Amounts must coincide with the ones indicated under Total in Form FIN-2 and must include all taxes and charges in accordance with ITC 3.9.

FIN-2 Summary by Costs – Example									
<u>The prices must include all taxes and charges in accordance with ITC 3.9</u>									
RFP No: RFP/037/MTC-MPMR- 2013				CONSTRUCTION SUPERVISION FOR THE UPGRADING OF THE EXISTING SUAI AIRPORT					
Competitive Components:				US\$					
Remuneration									
Experts' Assistants									30,000
Key Experts									796,000
Total Miscellaneous Expenses									85,500
Sub-Total									911,500
Non-Competitive Components: <sup>9</sup>									
Provisional Sums									0
Contingencies									0
Sub-Total									0
Total									911,500

<sup>9</sup> The amount provided for these items must correspond to the exact amount specified in the Data Sheet and these will be discussed during the contract negotiations.



FIN-3 Remuneration – Example Only The prices must include all taxes and charges in accordance with ITC 3.9

CONSTRUCTION SUPERVISION FOR THE UPGRADING OF  
THE EXISTING SUAI AIRPORT

RFP No.: : RFP/037/MTC-MPMR-2013

Key Experts

Expert	Citizenship	Birth Date (dd/mm/yy)	Employment Status <sup>10</sup>	Currency	Home Office Rate (per month)	Months	Field Rate (per month)	Months	Sub- Total
Harold B <i>Structural Engineer</i>	USA	10//11/50	FT	USD	24,500	5	25,400	10	376,500
John D <i>Environmental Specialist</i>	AUS	14/07/52	OS	USD	0	0	28,500	2	57,000
Mike A <i>Roads Engineer</i>	GER	12/09/56	FT	USD	23,500	5	24,500	10	362,500

Experts' Assistants

Expert	Citizenship	Birth Date (dd/mm/yy)	Employment Status	Currency	Home Office Rate (per month)	Months	Field Rate (per month)	Months	Sub- Total
Mario Pereira <i>Roads Engineer</i>	TL		IP	USD		0	3,000	10	30,000

<sup>10</sup> Full-time (FT) – employee of the lead firm or joint venture partner or sub-Consultant; Other Source (OS) – an expert provided by another source that is not a joint venture partner or a sub-Consultant firm; Independent Expert (IP) – independent, self-employed expert

FIN-4 BREAKDOWN OF REMUNERATION<sup>1</sup>

						1	2	3	4	5	6	7	8	9	10
EXPERT						Basic Monthly Salary	Social Charges	Overhead	Sub-Total	Fee	Home-Office Rate	Others <sup>5/</sup>	Field Rate /Month	Multiplier	Support Documents
Position	Firm <sup>1/</sup>	Citizenship	Date of Birth	Type <sup>2/</sup>	Category <sup>3/</sup>	Currency <sup>4/</sup>	Amount	Amount	Amount	Amount	/Month	Amount	/Month		
Full Name							% of 1	% of 1	(1+2+3)	% of 4	(4+5)	% of 1	(6+7)	(6/1)	
-----							-----	-----		-----	-----			-----	
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-----							-----	-----		-----				-----	

<sup>1/</sup> Initials of lead firm or associated firm (pls indicate in the box, the firm represented by initials);

<sup>2/</sup> I=International, N=National

<sup>3/</sup> FT - Full time with lead firm or associate firm  
OS - Other source (other than lead firm or associate firm)

IP - Independent consultant/free lancer

<sup>4/</sup> Currency of the firm's country

<sup>5/</sup> If applicable, pls. provide explanations.

INITIALS	FIRM NAME

CERTIFIED AS CORRECT \_\_\_\_\_ :

Name \_\_\_\_\_ :

Position in Firm \_\_\_\_\_ :

Date \_\_\_\_\_ :

<sup>1</sup> Required to be completed for CQS, QBS and SSS methods.

FIN-5 Breakdown of Miscellaneous Expenses (EXAMPLE ONLY)

The prices must include all taxes and charges in accordance with ITC 3.9

CONSTRUCTION SUPERVISION FOR  
THE UPGRADING OF THE EXISTING  
SUAI AIRPORT

RFP No.: : RFP/037/MTC-MPMR-2013

Item	Unit	Currency	Unit Cost	Qty	Cost
Per Diem	Day	USD	135	90	12,150
International Air Travel					
London/Timor-Leste: Mike A	RT	USD	4,010	6	24,060
San Francisco/Timor-Leste: Harold B	RT	USD	3,500	6	21,000
Tokyo/Timor-Leste: John D	RT	USD	2,500	6	15,000
National Air Travel	RT	USD	100	5	500
Communications	Month	USD	6,000	1	6,000
Office Operations, LC (Office supplies, support staff)	Month	USD	350	6	2,100
Report Preparation, Production, and Submission	lump sum	USD	6,000	1	6,000
Total for Out of Pocket Expenses		USD			86,810

**FORM FIN-6<sup>11</sup>**  
**DECLARATION OF COMPLIANCE OF FINANCIAL PROPOSAL**

A. I, \_\_\_\_\_ [*name and position of authorized signatory*] duly authorized by \_\_\_\_\_ [*name of Consulting firm/Joint Venture Partner*] (“Consultant”) hereby certify on behalf of the Consultant and myself that information provided in the Financial Proposal submitted by the Consultant for  
  
RFP No. \_\_\_\_\_; Title (“Project”)

is true, correct and accurate to the best of my knowledge and belief. I further certify that on behalf of the Consultant that (i) the Consultant has not taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive practice and is not subject to any conflict of interest as defined in para. 1.6 and 1.7 of the Instructions to Consultants; and (ii) the Consultant agrees to allow the Employer, at its option, to inspect and audit all accounts, related documents, and records relating to the Proposals and, if the Consultant is engaged, to the ensuing contract.

B. I certify that neither the Consultant nor any Sub-Consultant or Joint Venture Partner, or expert nominated by the Consultant in these Proposals has been sanctioned for corrupt practice by the Government of the Republic of Timor-Leste or the International Financial Institutions (IFI).

C. I further certify on behalf of the Consultant that, if selected to undertake consulting services, we shall carry out such services in continuing compliance with the terms and conditions of the Contract.

\_\_\_\_\_

Authorized Signatory

For and on behalf of the

Consultant

\_\_\_\_\_

Date:

<sup>11</sup> Failure to complete this form will result in disqualification of the Financial Proposal.

## **SECTION 5**

### **TERMS OF REFERENCE**

## **I. INTRODUCTION**

### **1. DEFINITION**

a. Name of Activity

The Name of Activity is Construction Supervision for the Upgrading of the Existing Suai Airport.

b. Owner

The Owner of this activity is the Ministry of Transport and Communications (MTC) and the Ministry of Petroleum & Mineral Resources (MPRM) of Republic Democratic of Timor-Leste.

c. Management of Activities

The overall Management of Activities is led by a Project Manager appointed by the MTC and MPRM under the guidance from the Owner and Project Steering Committee (PSC). PSC will consist of the representatives from the MTC and MPRM, the Agency of National Development (ADN), the Ministry of Public Works (MPW), and the Ministry of Finance (MOF).

d. Procurement Commission

The entire procurement process will be undertaken by the National Procurement Commission (NPC) until the signing of contract.

e. Consultant

The Consultant is the consulting company that is determined as the winner of procurement process and sign the contract with the Owner.

### **2. BACKGROUND**

a. The Government of Timor-Leste (GoTL) has committed to establish a supply base for oil and gas exploration activities in Suai District. Part of this effort is to provide aviation services for both fixed-wing and helicopters operations.

b. In Suai there is currently an abandoned airport, which can be rehabilitated for the purpose mentioned above.

c. The MTC and the MPRM is therefore seeking for an experienced company to supervise the rehabilitation of the existing Suai Airport.

d. The MTC and the MPRM intend to apply part of the infrastructure fund for payments of the consulting company to provide services for the Construction Supervision for the Upgrading of the Existing Suai Airport.

e. The Government of Timor-Leste through the Ministry of Finance has made available funds to finance the Construction Supervision for the Upgrading of the Existing Suai Airport.

- f. The Government of Timor-Leste expects to promote technology transfer either through joint venture between expatriate and local companies or by local companies' employment of international and local staff.
- g. The Terms of Reference (TOR) should be used for reference for the consulting services in order to support the performance of the supervision services to conform to the required standards.

### **3. *OBJECTIVES***

- a. This Terms of Reference (TOR) should be used for guidance for satisfactory in the most efficient and timely completion of the the project to deliver the required infrastructure in accordance with agreed implementation schedule.
- b. In the tasks, the Consultant will implement the duties in a professional manner so as to deliver all outputs in accordance with the standards stated in this TOR.
- c. To render proper technical supervision and execution of construction works, and ensure that the resulting project structures meet the international quality standards.
- d. The objective of this TOR is to provide technical guidance and instructions to interested consulting firms.

### **4. *SCOPE OF SERVICES***

The scope of services for the Consultant is as follows:

- a. To carry out Construction Supervision for the Upgrading of the Existing Suai Airport (hereinafter referred to as "Project").
- b. The works will include other complementary works as its integral and inseparable part.

### **5. *LOCATION***

The location of the Project is in Suai District, Timor-Leste.

## II. SCOPE OF SERVICES

To ensure the attainment of the objectives of this engagement, the Consultant shall provide the following services:

1. To make interpretation of the Terms of Reference (TOR) in general.
2. The Consultant shall function on behalf of the Owner as Engineering Representative of the Project. The Consultant shall perform his duties in accordance with acceptable criteria standards applicable to civil works, and shall exercise the power vested in him as Engineering Representative under the Owner in dealing with the Contractor.
3. Services shall cover project management on behalf of the Owner including quality assurance, safety, health and environment, and render other technical support services which are deemed relevant to the Owner.
4. The Consultant shall establish an organization that shall meet the Owner's approval for proper execution of the services.
5. Represent the interest of the Owner against the Contractor in any matters related to the construction contract and the proper execution thereof.
6. Establish contract management system to administer the contract and maintain records of all contractual correspondences, quantity measurement and quality control test.
7. Review and approve the Contractor's work method including plan for traffic management and safety control during construction.
8. Furnish for use of the Contractor all necessary basic design survey documents, review and approve Contractor's working drawings, shop drawings, installation production plan drawings, and drawings for temporary works, issue further drawings and provide instruction to the Contractor for any works which may not be sufficiently detailed in the contract document.
9. Review and recommend for approval of the Owner, required Contractor's deliverables submitted for Engineer's approval, prepare and submit a disbursement schedule to the Owner.
10. Perform value engineering during supervision stage in order to ensure that approved plans are timely and properly translated into action, and recommend necessary project improvement to achieve savings.
11. Prior to construction, services shall include review of detailed design drawings, structural calculations and technical specifications to ensure that the Project requirements are fully met and to confirm compliance with the prevailing criteria and standards, and issuance of construction drawings.
12. Provision of construction supervision during the physical construction of the Project with the objective of providing standing technical and construction supervision in



order to ensure that the works are carried out in accordance with the contract and the satisfaction of the Owner.

13. Services shall cover contract management and administration, as well as cost control including the administration of weekly and monthly progress reports, progress payment, variation orders, extension of time, claims and expenses, final account, etc.
14. Services shall take into account the planning, scheduling and managing the progress of the works.
15. Assess the adequacy of all inputs such as materials, labor and equipment provided by the Contractor and his work methods in relation to the required task, take appropriate action in order to expedite progress, keep and regularly update a list of Contractor's equipment and its conditions to ensure compliance with the list of equipment which the Contractor included in his bid.
16. Issue the Order of Commencement of the work and evaluate and approve Contractor's nominated superintendents and key personnel, construction program and site activities, as well as construction method during execution of the construction works. The Consultant shall review and approve the Contractor's plan for traffic management, and safety during construction.
17. Inspect and evaluate all Contractor's installation works, site offices, yards, warehouses and other temporary works at the site to ensure compliance with he terms and conditions of the contract documents.
18. Provide effective and regular supervision of the works and supervise the quality control test to assure that the works are executed in accordance with the established standard, criteria, specifications and procedures. Maintain at least one (1) Engineering Representative Staff at the site at all times to supervise Contractor's works, and issue instructions as required.
19. Assess the adequacy of the material testing laboratory provided by the Contractor, order necessary tests of materials and completed works, and instruct removal and substitution of improper works, structures and/or materials as required.
20. Control and appraise the progress of works, order suspension of the works as required, and evaluate time extension of the period for completion of the works, with authorized approval by the Owner.
21. Verify the Contractor's stake out survey for the centerlines of the alignment, structure locations, and vertical control benchmarks.
22. Examine and provide recommendations to the Owner on all claims by the Contractor for his execution and extension, extra compensation, works or expenses or other matters, including preparation of technical justifications for any change of works on site.

23. Measure and calculate quantities of approved and accepted works, check, verify and provide recommendations to the Owner on the Contractor's monthly payment.
24. Propose and present to the Owner for approval any changes in plans deemed necessary for the completion of the works, including information or any changes that may significantly affect the contract amount, and the time of completion of the Project. The Consultant shall prepare all necessary changes orders for altered plans and specifications and other details, and inform the Owner of any problems or potential conflicts with the construction contract, and render recommendations for possible solutions.
25. Assure the receipt of and maintain all warranty for materials and equipment used for the Project as required under the terms of the contract document.
26. Prepare and submit to the Owner all periodic reports as required related to the progress of the Contractor's performance, work quality and financial forecast of work.
27. Inspect the safety aspects of the construction works, method and procedure to ensure that every reasonable measure has been taken to protect life and property.
28. Before the issuance of the Certificate of Completion, the Consultant shall perform necessary inspection, specify and supervise any remedial works to be carried out when needed, and recommended an Engineer that will carry out final inspection and acceptance of the Project.
29. Perform any other work items not specifically mentioned above but necessary and essential for successful supervision and control of the construction activities in accordance with the plans, specifications and terms of contract. The Consultant's responsibility for the assignment shall remain valid until the issuance of Certificate of Completion by the Owner.
30. During the implementation of the consulting services, the Consultant shall introduce and conduct training sessions on advance technology on construction, management system and operation and maintenance to its counterpart and local engineers.
31. The Consultant shall also provide on-the-job trainings to its counterpart and local engineers in the implementation process of the consulting services. The Consultant shall also provide instructions to the Owner staff designated at the Project site on matters related to construction management, quality control and international contract administration.
32. Based on the EIA documents and Environmental Monitoring Plan, the Consultant shall monitor and report any environmental influence during construction, and indicate corresponding measures to mitigate the situation. The Consultant shall periodically conduct environmental monitoring at designated stations.
33. The Consultant shall assist and provide recommendations to the Owner for setting up scheme for actual maintenance and operation of the Project after completion.

34. Supervision in the site for construction works as shown on the plan.
35. Check the shop drawings provided by the Contractor.
36. Supervise the utilization of personnel, equipment and methodology of implementation, as well as time and cost control of the construction works.
37. Supervise the implementation of construction works in the aspects of quantity, quality and physical progress and confirm that the work is being performed according to the drawings, as defined in the technical specifications and comply with time schedule.
38. Ensure that the environment impact of the project is controlled through sound environmental management practices.
39. Inform the Project Manager to take appropriate action in case land acquisition or land dispute issues may arise to enable the project continue without delay.
40. Collect data and information in the field to solve problems during the implementation of construction works.
41. Keep a field log-book to document all quality control related to the test results taken on the site.
42. Review the planned work schedule and monitor physical progress against the Contractor work program and when necessary take appropriate actions to ensure that the Contractor maintains an adequate rate of progress to complete the work on schedule.
43. Review and check the Contractor's interim progress for accurate payments.
44. Discuss with the Project Manager any additional works (amendments, variations to the contractor) that would enhance the quality of the development.
45. Advise the Project Manager of the likelihood of possible implementation delays in completion of the works, which might require revision to the duration of the implementation and supervision periods and recommend on alternative timings of key personnel inputs.
46. Prepare recommendations to the Project Manager of any possible contract modifications between the Contractor and the Owner that in the consultant's professional opinion would result in more successful achievement of the development objectives.
47. Hold weekly site meeting at a fixed and regular time with the Contractor and present minutes of meeting which is signed and agreed by the participants to the Project Manager on Monday of the following week. The Consultant shall present a progress report once a month at a meeting organized by the Project Manager.
48. Prepare monthly reports on supervision works based on the input of regular site meeting, daily report, weekly report, and monthly report of the implementation works provided by the Contractor.

49. Prepare lists of defective works prior to hand over, supervise the reparation within the maintenance liability period and the submission of the final report of supervision works.
50. Prepare a manual of operation and maintenance works standards of the facilities.
51. Check the as-built drawings provided by the Contractor prior to hand over the completed works.
52. Assist the Project Manager during handing over and final acceptance of completed implementation works related to the commissioning of the project.
53. Witness and report on any commissioning of the implementation works when the Contractor has declared that the work has been completed and prepare a written report on the commissioning and stating the results of the tests measuring the status of the implemented facilities.
54. Prepare reports on physical progress, maintenance liability, handing over, commissioning, and final acceptance of completed implementation works related to the development.

### III. SCOPE OF WORKS

The detailed scope of works for rehabilitation of Suai Airport is as follows:

1. Extension of the existing 1,050 meters long runway to a length of 1,500 meters with 30 meters width.
2. Provision of 90 meters x 90 meters RESA at the end of both runways.
3. Strengthening of the existing runway as per ICAO Annex 14, to cater for ATR 75-500 operations, if required.
4. New connecting taxiways for Code C aircraft operations.
5. New parking apron and the required aircraft manoeuvring area to accommodate “power-in/power-out” operations for ATR 72-500, and “towing” operations for five (5) helicopters.
6. Airport drainage system.
7. Perimeter road, security fences and gates.
8. Service road connecting the new airside perimeter road to the new approach light area, and new DVOR/DME including associated civil and M&E works, and shelter facilities
9. New Aeronautical Ground Lighting (AGL) system and Precision Approach Path Indicator (PAPI), including new control and monitoring system, and all associated secondary and primary cables, transformers, CCR, etc.
10. New Simple Approach Lights (SAL) including all associated secondary and primary cables, transformers, etc.
11. Apron flood lighting and apron edge lighting for the new parking apron area, including all associated secondary and primary cables, transformers, CCR, etc
12. New DVOR/DME and associated equipment building.
13. New Airfield Fire Rescue Services (AFRS) station vehicle bays as per International Civil Aviation Organization (ICAO) Category IV, including direct access between AFRS and the runway.
14. New metrology station and farm.
15. New air traffic control tower including communication aids (Commaids) and radio equipment, and new DCA administration office including all required power supply and utilities.
16. Runway, taxiway and apron markings, and airport movements guide signs.
17. Demolition and relocation of any affected existing superstructures, substructures and other sundry structures attached to or adjacent thereof.

18. Removal of substructions as per ICAO Annex 14 (subject to the result of a detailed survey to be carried out by an approved and licensed surveyor employed by the Contractor).
19. New Terminal Building – single tiers comprising departure and arrival halls, facilities for customs, immigration and quarantine, PA system, FIDS, VVIP lounge, check-in counters, sign ages, electricity, telecommunication, sewerage, etc.
20. Road diversion.
21. New landside access road and car parks.
22. New hangar for helicopters.
23. Bulk fuel installation inclusive of all the associated works and the supply of skid tank and one (1) bowser (reserve only).
24. Electrical sub-station, standby power generator and distribution system to supply terminal building, other buildings, including hangar, etc, AGL system, apron flood lights, navigational and Commaids equipment and instrumentations, and other related utilities.
25. Other utilities including water storage, water supply, sewerage treatment plant, telecommunication, etc.
26. Earth works, site preparations and turfings.

## **IV. RESPONSIBILITY OF CONSULTANT**

1. The Consultant is responsible professionally on the supervision services to conform to the regulations and in accordance with ethical code of professionalism.
2. The Consultant manages the work with full responsibility to the Owner in terms of engineering adequacy and quality of the works in accordance with the scope of services specified in the Contract.
3. In general, the primary roles and responsibility of the Consultant will be as follows:
  - a. Review of detailed engineering design for the essential services as defined above, including recommendations on amendments and revisions.
  - b. The result of supervision services should fulfil supervision qualification standards.
  - c. The result of supervision services should accommodate the limitations expressed by the Owner including the requirement of this TOR such as in the aspect of payment, work schedule and the quality of implementation to be supervised.
  - d. The result of supervision services should fulfil the regulations, standards and technical guidance of supervision that are generally in effect.

## **V. SUPERVISION COST**

### **Supervision cost**

1. The consulting services shall be a time-based consultancy contract of the winning consultant's Proposal and finalized in negotiation with the Owner.
2. Upon signing of contract, no additional cost will be allowed, unless as subsequently agreed between the Consultant and the Owner through, and incorporated in, a written contract amendment.



## **VI. OUTPUT OF SUPERVISION ACTIVITIES**

The output of supervision activities undertaken by the Consultant shall consist of reports presented in a systematic manner and contains the following:

### **1. Inception Report**

This stage of the supervision concept of as follows:

- a. Preparation of supervision concept including the number and qualification of team members and their responsibilities and methodology of implementation.
- b. Scope of services, report on validating of existing site data and information, and other purposes needed.

These documents should be submitted in one (1) original and five (5) copies and 6 electronic copies in CD and/or other forms of electronic copies.

This supervision concept should be approved by the Owner in the first month of assignment.

Comments on the Inception Report will be prepared and discussed between the Consultant and the Project Manager together with the PSC and an agreed technical supervision concept will be approved by the Owner enabling the Consultant to continue his work with minimal delay.

### **2. Daily Record**

The Daily Record contains all events in the field, instructions and guidance from the Project Manager and Consultant to the Site Engineers of Contractor.

### **3. Daily Report**

The Daily Report contains information indicating the Consultant discussed with the Contractor regarding as follows:

- a. Labours working in the site.
- b. Equipments to be used for construction works.
- c. Physical progress of construction works those being implemented by the Contractor.
- d. Time for implementing the construction works.

### **4. Weekly Report**

Weekly Report contains the resume of Daily Report.

### **5. Monthly Report**

Monthly Report based on the input of regular Site Meetings, Daily Record, Weekly Report, and Monthly Report of dredging works provided by the Contractor.

These documents should be submitted in one (1) original and five (5) copies and 6 electronic copies in CD and/or other forms of electronic copies.

**6. Time Schedule**

Time Schedule of construction works those are prepared by the Contractor.

**7. Construction Progress Report**

Construction Progress Reports will be prepared on a Monthly Report by the Consultant and will be necessary to support the payment of invoices submitted by the Contractor to the Government of Timor-Leste.

**8. Shop Drawings**

Shop Drawings are to be prepared by the Contractor and reviewed by the Consultant.

**9. Document of Design Changes**

Documentation containing design changes, additional or deduction works will be provided by the Consultant to the Project Manager. In particular, the Consultant will provide a detailed report on the priorities for repair and improvement of the works together with detailed itemised cost estimates such that the Project Manager can prepare instructions to the Contractor on the scope and the content of these works within the available budget.

**10. Document of Quality Control**

Document containing all results of quality control testing and measurements for payment to the Contractor taken in the site during construction works.

**11. Document of Extra Claims**

Document containing extra items or extra claimed by the Contractor that were approved by the Project Manager.

**12. Minutes of Site Meeting**

Minutes of Site Meetings and physical progress meetings as signed and agreed between the Project Manager, the Consultant and the Contractor.

**13. Photographs**

Photographs those are showing the sequence of construction progress.

**14. As-built Drawings**

As-built Drawing if any changes on the construction works.

**15. Manuals**

Manuals of equipments those are prepared by the Contractor.

**16. Record of Commissioning**

Record of commissioning that is covering construction works.

**17. Supervision Completion Report**

The Supervision Completion Report will include the following:

- a. Daily Report
- b. Document of Design Changes
- c. Document of Quality Control

- d. Document of Extra Claims
- e. Minutes of Site Meetings
- f. Photographs
- g. As-built Drawings
- h. Defect Liability Certificate (DLC)
- i. Approval of Contractor's Final Account
- j. Manual
- k. Record of Commissioning

These documents should be submitted in one (1) original and five (5) copies and 6 electronic copies in CD and/or other forms of electronic copies.

## **VII. PRINCIPLES**

The Consultant in the implementation of his tasks should take notice of the principles as follows:

1. Within reasonable limits implementation of the construction works should causing minimal disturbance to the activities in the locality of the works.
2. The construction works should be completed in minimum time without compromising quality such the improved facilities are available for use as soon as possible.
3. The improved facilities should increase the quality of environment.

## **VIII. SUPERVISION CRITERIA**

### **1. GENERAL CRITERIA**

Any supervision services should be accomplished properly until giving result as required and well accepted by the Project Manager.

### **2. OBJECTIVE CRITERIA**

The implementation of supervision services relating to the type, quantity and quality of works should be accomplished to meet the supervision standard.

### **3. FUNCTIONAL CRITERIA**

The implementation of supervision services should be accomplished to fulfil the professionalism to increase the project performance.

### **4. PROCEDURE CRITERIA**

The administrative procedure of the services in the site should be accomplished in accordance with the regulation to be effected.

### **5. TECHNICAL CRITERIA**

The supervision services should use the standard and technical guide in effect.

## **IX. SUPERVISION PROCESS**

The Consultant should prepare description of activities in detail of every part of supervision services in the site as follows:

### **1. PREPARATION**

- a. Formulation of work program, allocation of personnel, and the concept of technical supervision services.
- b. Check the Time Schedule, Bar-Chart and “S” Curve, Network Planning prepared by the Contractor and forwarded to the Project Manager for approval.

### **2. IMPLEMENTATION**

- a. Implement supervision services in general, site supervision, coordination, and inspection continuously.
- b. Supervise the accuracy of measurement, quantity and quality of works, equipment, and methodology of implementation in the site.
- c. Supervise the physical progress and take action properly and fast in order to ensure the implementation time to meet the schedule.
- d. Give input of additional or deduction works that could give effect to the cost and time for approval by the Project Manager.
- e. Give instruction to the Contractor with no deviation against the contract and make report of it to the Project Manager.

### **3. CONSULTATION**

- a. Meet the Project Manager to discuss any issues arise during construction.
- b. Hold regular site meeting at least twice a month with the Project Manager, Consultant and Contractor to discuss issues arise during construction. Then, make minutes of meeting and send to all parties related, and expected to be received within one week.
- c. Hold meeting out of regular schedule as required.

### **4. REPORTS**

- a. Prepare reports in administrative and technical aspect to the Project Manager regarding the quantity, percentage and value of part or whole works implemented by the Contractor.
- b. Report the labours and equipments to be used.
- c. Report the real work progress and compare with the schedule approved.

- d. Check the additional drawings prepared by the Contractor particularly that result additional or deduction work, and the shop drawings.

**5. DOCUMENT**

- a. Prepare document of physical progress for payment.
- b. Check and prepare document of quantity, percentage and value of physical progress and additional or deduction works for payment.
- c. Prepare forms of daily report, weekly report and monthly report, document of work progress, handing over and acceptance of completed work.

## **X. SUPERVISION INPUT**

### **1. INFORMATION**

1. To implement the tasks, the Consultant should collect additional information/data apart from the information provided by the Owner.
2. Consultant should check the validity of information to be used in the implementation of his tasks. The faults of supervision work as the result of lack of information shall be the responsibility of the Consultant.
3. The information required and should be obtained for supervision are as follows:
  - a) Shop drawings
  - b) Technical Specifications
  - c) Minutes of Pre-bid Meeting and Assignment of Contractor
  - d) Contract document of Contractor
  - e) Work Schedule, Bar-Chart and “S” Curve, and Network Planning prepared by the Contractor
  - f) Terms of Reference of Supervision
  - g) Regulations, standards and manuals including technical guidance for quality control testing.

### **2. CONSULTANT**

The Consultant Firm must possess the following experiences:

- a. Provide construction supervision of air port projects for the past five (5) years, which comprise works for both landside and airside facilities. Such projects may be either new or upgrading / development of airports.
- b. Provide minimum experiences for 15 years in professional design service and managing of airport construction or development.
- c. Provide professional services in Timor-Leste, either completed or ongoing projects for design or supervision works will be an advantage.

### **3. PERSONNEL**

The Consultant should provide personnel who fulfil the requirements to implement the services based on the scope of services or the level of complexity of the works. The personnel required for these supervision activities should consist of the following:

The key personnel to be designed for the Project must possess the following qualifications:



No.	Designation	Qualification	Specific Experience in Airport Projects (Years)	Status
1.	Project Director	Master's Degree in Airport Planning	15	International
2.	Resident Engineer	Degree in Civil Eng.	10	International
	<b>Airside</b>			
3.	Pavement Engineer	Degree in Civil Eng.	5	International
4.	Drainage Engineer	Degree in Civil Eng.	5	International
5.	Air Traffic Control Specialist	Evidence of Service with Air Traffic Control	15	International
	<b>Landside</b>			
6.	Architect	Degree in Architecture	5	International
7.	Structural Engineer	Degree in Civil Eng.	-	International
8.	Mechanical Engineer	Degree in Mech. Eng.	5	International
9.	Electrical Engineer	Degree in Elect. Eng.	5	International
	<b>Support Services</b>			
10.	Quantity Surveyor	Degree in Civil Eng.	-	International
11.	Scheduler	Degree in Civil Eng.	-	International
12.	Environmental Specialist	Bachelor in Environmental Eng. / Social Science	-	International
13.	QA/QC Engineer	Degree in Civil Eng.	-	International
	<b>Finance and Administration</b>			
14.	Office Manager	Dipl. in relevant field	-	International
15.	Finance Clerk	Dipl. in relevant field	-	National

### **1) Project Director (International)**

The Project Director should have a Master's Degree in Airport Planning, relevant minimum 15 years experience in construction supervision services of air port projects, and possesses Certificate of Expertise issued by a professional institution. Previous work experience in Timor-Leste and proficiency in Tetun or Bahasa Indonesia or Portuguese will be an added advantage.

The tasks of the Project Director are the followings:

- a) To provide a single point of accountability to deliver the Project in accordance with the Project commitments.
- b) To manage and direct assigned Project resources and make decisions regarding the Project direction.
- c) To ensure that the Project is properly managed and staffed.
- d) To define scope, establish and maintain a close working relationship, and ensure a joint commitment to the success of the Project.

### **2) Resident Engineer (International)**

The Resident Engineer should have a Bachelor Degree in Civil Engineering, relevant minimum 10 years experience in construction supervision services of air port projects, and possesses Certificate of Expertise issued by a professional institution. Previous work experience in Timor-Leste and proficiency in Tetun or Bahasa Indonesia or Portuguese will be an added advantage.

The tasks of the Resident Engineer are the followings:

- (a) To plan, coordinate and control all activities and personnel involved in this work, to ensure the satisfactory and timely completion of the services.
- (b) To prepare implementation guidance in the stage of data collection, processing, and final presentation of the whole services.
- (c) To plan and implement all activities covering supervision services and give input to the other experts related to the supervision services.

### **3) Pavement Engineer (International)**

The Pavement Engineer should have a Bachelor Degree in Civil Engineering and relevant minimum 5 years experience in construction supervision services of air port projects, and possesses Certificate of Expertise issued by a professional institution. Previous work experience in Timor-Leste and proficiency in Tetun or Bahasa Indonesia or Portuguese will be an added advantage.

The tasks of Pavement Engineer are the followings:

- a) Assist and advise the Resident Engineer on pavement issues as required.
- b) Supervise data collection and analysis for pavement design reviews.
- c) Progress monitoring and evaluation of pavement construction.

**4) Drainage Engineer (International)**

The Drainage Engineer should have a Bachelor Degree in Civil Engineering and relevant minimum 5 years experience in construction supervision services of air port projects, and possesses Certificate of Expertise issued by a professional institution. Previous work experience in Timor-Leste and proficiency in Tetun or Bahasa Indonesia or Portuguese will be an added advantage.

The tasks of Drainage Engineer are the followings:

- a) Assist and advise the Resident Engineer on drainage issues as required.
- b) Supervise data collection and analysis for drainage design reviews.
- c) Progress monitoring and evaluation of drainage construction.

**5) Air Traffic Control Specialist (International)**

The Air Traffic Control Specialist should have a Bachelor Degree in Civilian Air Traffic Controller and relevant minimum 15 years experience in construction supervision services of air port projects, and possesses Certificate of Expertise issued by a professional institution. Previous work experience in Timor-Leste and proficiency in Tetun or Bahasa Indonesia or Portuguese will be an added advantage.

The tasks of Air Traffic Control Specialist are the followings:

- a) Assist and advise the Resident Engineer on air traffic control issues as required.
- b) Supervise data collection and analysis for air traffic control design reviews.
- c) Progress monitoring and evaluation of air traffic control construction.

**6) Architect (International)**

The Architect should have a Bachelor Degree in Architectural Engineering and relevant minimum 5 years experience in construction supervision services of air port projects, and possesses Certificate of Expertise issued by a professional institution. Previous work experience in Timor-Leste and proficiency in Tetun or Bahasa Indonesia or Portuguese will be an added advantage.

The tasks of Architect are the followings:

- a) Assist and advise the Resident Engineer on architectural issues as required.
- b) Supervise data collection and analysis for architectural design reviews.

- c) Progress monitoring and evaluation of architectural construction.

**7) Structural Engineer (International)**

The Structural Engineer should have a Bachelor Degree in Civil Engineering and relevant minimum 10 years experience in construction supervision services, and possesses Certificate of Expertise issued by a professional institution. Previous work experience in Timor-Leste and proficiency in Tetun or Bahasa Indonesia or Portuguese will be an added advantage.

The tasks of Structural Engineer are the followings:

- a) Assist and advise the Resident Engineer on structural issues as required.
- b) Supervise data collection and analysis for structural design reviews.
- c) Progress monitoring and evaluation of structural construction.

**8) Mechanical Engineer (International)**

The Mechanical Engineer should have a Bachelor Degree in Mechanical Engineering and relevant minimum 5 years experience in construction supervision services of air port projects, and possesses Certificate of Expertise issued by a professional institution. Previous work experience in Timor-Leste and proficiency in Tetun or Bahasa Indonesia or Portuguese will be an added advantage.

The tasks of Mechanical Engineer are the followings:

- a) Assist and advise the Resident Engineer on mechanical issues as required.
- b) Supervise data collection and analysis for mechanical design reviews.
- c) Progress monitoring and evaluation of mechanical construction.

**9) Electrical Engineer (International)**

The Electrical Engineer should have a Bachelor Degree in Electrical Engineering and relevant minimum 5 years experience in construction supervision services of air port projects, and possesses Certificate of Expertise issued by a professional institution. Previous work experience in Timor-Leste and proficiency in Tetun or Bahasa Indonesia or Portuguese will be an added advantage.

The tasks of Mechanical Engineer are the followings:

- a) Assist and advise the Resident Engineer on electrical issues as required.
- b) Supervise data collection and analysis for electrical design reviews.

- c) Progress monitoring and evaluation of electrical construction.

#### **10) Quantity Surveyor (International)**

The Quantity Surveyor should have a Bachelor Degree in Civil Engineering or Architecture and relevant minimum 10 years experience in construction supervision services, and possesses Certificate of Expertise issued by a professional institution. Previous work experience in Timor-Leste and proficiency in Tetun or Bahasa Indonesia or Portuguese will be an added advantage.

The tasks of Quantity Surveyor are the followings:

- a) Assist and advise the Resident Engineer on technical specifications, bill of quantities and cost estimates issues as required.
- b) Supervise data collection and analysis for technical specifications, bill of quantities and cost estimates design reviews.
- c) Progress monitoring and evaluation of technical specifications, bill of quantities and cost estimates of construction works.

#### **11) Scheduler (International)**

The Scheduler should have a Bachelor Degree in Civil Engineering and relevant minimum 10 years experience in construction supervision services, and possesses Certificate of Expertise issued by a professional institution. Previous work experience in Timor-Leste and proficiency in Tetun or Bahasa Indonesia or Portuguese will be an added advantage.

The tasks of Scheduler are the followings:

- a) Assist and advise the Resident Engineer on scheduling issues as required.
- b) Supervise data collection and analysis for scheduling design reviews.
- c) Progress monitoring and evaluation of scheduling of construction works.

#### **12) Environmental Specialist (International)**

The Environmental Specialist should have a Bachelor Degree in Environmental Engineering/Social Science and relevant minimum 10 years experience in construction supervision services, and possesses Certificate of Expertise issued by a professional institution. Previous work experience in Timor-Leste and proficiency in Tetun or Bahasa Indonesia or Portuguese will be an added advantage.

The tasks of Environmental Specialist are the followings:

- a) Assist and advise the Resident Engineer on environmental impact assessment issues as required.
- b) Supervise data collection and analysis for environmental impact assessment design reviews.
- c) Progress monitoring and evaluation of environmental impact assessment of construction works.

**13) QA/QC Engineer (International)**

The QA/QC Engineer should have a Bachelor Degree in Civil Engineering and relevant minimum 5 years experience in construction supervision services, and possesses Certificate of Expertise issued by a professional institution. Previous work experience in Timor-Leste and proficiency in Tetun or Bahasa Indonesia or Portuguese will be an added advantage.

The tasks of QA/QC Engineer are the followings:

- a) Assist and advise the Resident Engineer on quality assurance/quality control issues as required.
- b) Supervise data collection and analysis for quality assurance/quality control of construction works.
- c) Progress monitoring and evaluation of quality assurance/quality control of construction works.

**14) Office Manager (International)**

The Office Manager should have a Bachelor Degree in Business Administration and relevant minimum 5 years experience in organizing and supervising administrative activities of consulting services. Previous work experience in Timor-Leste and proficiency in Tetun or Bahasa Indonesia or Portuguese will be an added advantage.

The tasks of Office Manager are the followings:

- a) Assist and advise the Resident Engineer on administrative issues as required.
- b) Ensure the office runs efficiently and smoothly.

**15) Finance Clerk (National)**

The Finance Clerk should have a graduated High School and supplemented by course in book keeping, accounting, computing or related subjects and relevant minimum 5 years experience in the activities of consulting services.

The tasks of Finance Clerk are the followings:

- a) Assist and advise the Resident Engineer on accounting issues as required.
- b) Enter, review, audit and correct financial data and update computer system.

**b. Supporting Personnel**

The supporting personnel to be designed for the Project must possess the following qualifications:

No.	Designation	Specific Experience in Airport Projects (Years)	Experience (Years)	Status
	<b>Airside</b>			
1.	Engineering Clerk of Works 1	-	5	International
2.	Engineering Clerk of Works 2	-	5	National
3.	Engineering Clerk of Works 3	-	5	National
	<b>Landside</b>			
4.	Architect Clerk of Works	-	10	International
5.	Engineering Clerk of Works 4	-	5	International
6.	Engineering Clerk of Works 5	-	5	National
	<b>Finance and Administration</b>			
7.	Office Manager	-	5	International
8.	Finance Clerk	-	5	National
9.	Clerck/Dispatch	-	5	National
10.	Clerck/Driver	-	5	National
11.	Driver 1	-	5	National
12.	Driver 2	-	5	National

- 1) Engineering Clerk of Works for Key Personnel (International)**  
The Engineering Clerk of Works should have relevant minimum 5 years experience in Engineering Clerk.
- 2) Engineering Clerk of Works for Key Personnel 1 (National)**  
The Engineering Clerk of Works should have relevant minimum 5 years experience in Engineering Clerk for Airside.
- 3) Engineering Clerk of Works for Key Personnel 2 (National)**  
The Engineering Clerk of Works should have relevant minimum 5 years experience in Engineering Clerk for Airside.
- 4) Engineering Clerk of Works for Key Personnel 3 (International)**  
The Engineering Clerk of Works should have relevant minimum 5 years experience in Engineering Clerk for Landside side.
- 5) Engineering Clerk of Works for Key Personnel 4 (National)**  
The Engineering Clerk of Works should have relevant minimum 5 years experience in Engineering Clerk for Landside side.
- 6) Architect Clerk of Works for Key Personnel 3 (International)**  
The Engineering Clerk of Works should have relevant minimum 10 years experience in Engineering Clerk for Landside side.
- 7) Clerk/Dispatch (National)**  
The Clerk Dispatch should have relevant minimum 5 years experience in Clerk.
- 8) Clerk/Driver (National)**  
The Clerk Dispatch should have relevant minimum 5 years experience in Clerk.
- 9) Driver 1 (National)**  
The Driver should have relevant minimum 5 years experience in Driving.
- 10) Driver 2 (National)**  
The Driver should have relevant minimum 5 years experience in Driving.

**4. PERSON-MONTH REQUIREMENT**

It is estimated that 552 person-months of key personnel and supporting personnel services will be required during construction period, as tabulated below:



No.	Key Personnel	Person-Month
1.	Project Director	26
2.	Resident Engineer	26
	<b>Airside</b>	
3.	Pavement Engineer	26
4.	Drainage Engineer	26
5.	Air Traffic Control Specialist	26
	<b>Landside</b>	
6.	Architect	20
7.	Structural Engineer	26
8.	Mechanical Engineer	15
9.	Electrical Engineer	15
	<b>Support Services</b>	
10.	Quantity Surveyor	10
11.	Scheduler	10
12.	Environmental Specialist	10
13.	QA/QC Engineer	10
	<b>Finance and Administration</b>	
14.	Office Manager	26
15.	Finance Clerk	26
	<b>Total Key Personnel</b>	<b>298</b>
	<b>Supporting Personnel</b>	<b>Person-Month</b>
	<b>Airside</b>	

1.	Engineering Clerk of Works 1	26
2.	Engineering Clerk of Works 2	26
3.	Engineering Clerk of Works 3	26
	<b>Landside</b>	
4.	Architect Clerk	20
5.	Engineering Clerk of Works 4	26
6.	Engineering Clerk of Works 5	26
	<b>Finance and Administration</b>	
7.	Clerk/Dispatch	26
8.	Clerk/Driver	26
9.	Driver 1	26
10.	Driver 2	26
	<b>Total Supporting Personnel</b>	<b>254</b>
	<b>Grand Total</b>	<b>552</b>

It is estimated that 10 person-months of key personnel and supporting personnel services will be required during defects liability period, as tabulated below:

No.	Key Personnel	Person-Month
1.	Project Director	2
2.	Resident Engineer	2
	<b>Airside</b>	
3.	Pavement Engineer	2
4.	Drainage Engineer	2
5.	Air Traffic Control Specialist	2
	<b>Total</b>	<b>10</b>

**5. FACILITIES PROVIDED BY THE OWNER**

The Owner will provide the following:

- c. Counterpart staff according to availability for assistance with supervision and progress monitoring.
- d. Assistance and advice on the processing of visas and work permits for Consultant staff as requested.

**6. FACILITIES PROVIDED BY THE CONSULTANT**

The Consultant's equipment, either rented or purchased, shall remain the Consultant's property after completion of the consultancy services.

The Consultant will provide the following:

- a. Office accommodation in Dili and in Project site and all furnishings and office equipment
- b. Housing accommodation in Dili and in Project site
- c. Survey equipment
- d. Laboratory equipment
- e. Computing and drafting equipment and software
- f. All other facilities necessary for the successful completion of supervision services
- g. Transport to and from site and for other local transport in Timor-Leste
- h. Travel costs to and from Timor-Leste.

## **XI. WORK PROGRAM**

1. The Consultant should arrange work program minimum covers:
  - a. Work Schedule in detail
  - b. Manning Schedule
  - c. Allocation of experts and their discipline and expertise. The curriculum vitae and a Letter of Availability to Work of the proposed experts should be attached.
  - d. Construction supervision concept.
2. The Consultant should provide construction supervision services within a time frame of 26 months.
3. It is estimated that 25 personnel with a total of 552 person-months input shall be required during construction period, and a staggered total of a 10 person-month input during the defects liability period (24 months).
4. The detailed person-month inputs within the given time-frame shall be required to justify the total charges for person-month allocation.
5. The administration and management of the services shall be done through the office of Owner.
6. The work program should be approved by the Owner after presentation by the Consultant and input provided from the Owner.

**SECTION 6 - STANDARD FORM OF CONTRACT**  
**(TIME-BASED)**

**CONTRACT FOR CONSULTANTS' SERVICES**

**Time-Based**

between

\_\_\_\_\_

[name of the Employer]

and

\_\_\_\_\_

[name of the Consultant]

Dated: \_\_\_\_\_

I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the “Employer”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

*“(hereinafter called the “Employer”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Employer has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Employer that he has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:
  - Appendix A: Description of Services
  - Appendix B: Reporting Requirements
  - Appendix C: Personnel and Sub-Consultants – Hours of Work for Key Personnel
  - Appendix D: Cost Estimates in Foreign Currency
  - Appendix E: Cost Estimates in Local Currency-Not Used
  - Appendix F: Duties of Employer
  - Appendix G: Form of Advance Payments Guarantee
  - Appendix H: Dispute Notification Form

2. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

\_\_\_\_\_  
*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

\_\_\_\_\_  
*[Authorized Representative]*

**[Note:** *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*



## **II. General Conditions of Contract**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Consultant” means any private or public entity that will provide the Services to the Employer under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Day” means calendar day.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Employer’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Employer’s country.
- (j) “Local Currency” means the currency of the Employer’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (l) “Party” means the Employer or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

- (n) "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.
- (o) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (q) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (r) "Third Party" means any person or entity other than the Government, the Employer, the Consultant or a Sub-Consultant.
- (s) "In writing" means communicated in written form with proof of receipt.

**1.2 Relationship Between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**1.4 Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.5 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

**1.6 Notices**

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.7 Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

**1.8 Authority of Member in Charge**

In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the

	Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.
<b>1.9 Authorized Representatives</b>	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Consultant may be taken or executed by the officials specified in the SC.
<b>1.10 Taxes and Duties</b>	The Consultant, Sub-Consultants and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law as specified in the SC.
<b>1.11 Fraud and Corruption</b>	<p>If the Employer determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.9.1(d).</p> <p>Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 4.5.</p>
<b>1.11.1 Definitions</b>	<p>For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:</p> <ul style="list-style-type: none"><li>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</li><li>(ii) "fraudulent practice"<sup>12</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li><li>(iii) "collusive practice"<sup>13</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</li><li>(iv) "coercive practice"<sup>14</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</li><li>(v) "obstructive practice" is<ul style="list-style-type: none"><li>(aa) deliberately destroying, falsifying, altering or concealing of evidence</li></ul></li></ul>

<sup>12</sup> A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

<sup>13</sup> "Parties" refers to participants in the selection process (including public officials) attempting to establish proposal prices at artificial, non-competitive levels.

<sup>14</sup> A "party" refers to a participant in the selection process or contract execution.

material to the investigation or making false statements to investigators in order to materially impede aEmployer investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Employer’s inspection and audit rights provided for under Clause 3.6.

**1.11.2 Commissions and Fees** The Employer will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the “Effective Date”) of the Employer’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.
- 2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 Commencement of Services**

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations**

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## 2.7 Force Majeure

### 2.7.1 Definition

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### 2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Employer,

shall either:

- (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Employer, in reactivating the Services; or
  - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

## **2.8 Suspension**

The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## **2.9 Termination**

### **2.9.1 By the Employer**

The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the Employer shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the Employer.

- (f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (g) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.9.2 By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Employer of the Consultant's notice specifying such breach.

**2.9.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

**2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

**2.9.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Employer shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily

performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

- (b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

**2.9.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

**3.1.1 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Consultants or Third Parties.

**3.1.2 Law Governing Services**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. The Employer shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

#### **3.2 Conflict of Interests**

The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.**

- (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of



either of them, similarly shall not receive any such additional payment.

- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Employer on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer.

- |  |   |
|--|---|
| <b>3.2.2 Consultant and Affiliates Not to Engage in Certain Activities</b> | The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.  |
| <b>3.2.3 Prohibition of Conflicting Activities</b>                         | The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.  |
| <b>3.3 Confidentiality</b>   | Except with the prior written consent of the Employer, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.   |
| <b>3.4 Liability of the Consultant</b>                                     | Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be provided by the Applicable Law.  |
| <b>3.5 Insurance to be Taken out by the Consultant</b>                     | The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverages specified in the SC, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.  |
| <b>3.6 Accounting, Inspection and Auditing</b>                             | <p>3.6.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systemic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>3.6.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Employer and/or persons appointed by the Employer to inspect all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Employer if requested by the Employer. The Consultant's attention is drawn to Clause 1.11.1 which provides,</p> |

inter alia, that acts intended to materially impede the exercise of the Employer's inspection and audit rights provided for under Clause 3.6 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Employer's prevailing sanctions procedures).

**3.7 Consultant's Actions Requiring Employer's Prior Approval**

The Consultant shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Employer. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Employer to be incompetent or incapable in discharging assigned duties, the Employer may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Employer, or to resume the performance of the Services itself.
- (c) Any other action that may be specified in the SC.

**3.8 Reporting Obligations**

The Consultant shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.9 Documents Prepared by the Consultant to be the Property of the Employer**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Employer under this Contract shall become and remain the property of the Employer, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Employer. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Employer's prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SC.

**3.10 Equipment, Vehicles and Materials Furnished by the Employer**

Equipment, vehicles and materials made available to the Consultant by the Employer, or purchased by the Consultant wholly or partly with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Employer an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in

accordance with the Employer's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.

**3.11 Equipment and Materials Provided by the Consultants**

Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

## **4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS**

**4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

**4.2 Description of Personnel**

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Employer, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Employer's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

**4.3 Approval of Personnel**

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Employer. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Employer for review and approval a copy of their Curricula Vitae (CVs). If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Employer.

**4.4 Working Hours, Overtime, Leave, etc.**

- (a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services

inside the Employer's country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Employer's country as is specified in Appendix C hereto.

- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

#### **4.5 Removal and/or Replacement of Personnel**

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Employer may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

#### **4.6 Resident Project Manager**

If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country a resident

project manager, acceptable to the Employer, shall take charge of the performance of such Services.

## **5. OBLIGATIONS OF THE EMPLOYER**

### **5.1 Assistance and Exemptions**

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- (g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

### **5.2 Access to Land**

The Employer warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.

- 5.3 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).
- 5.4 Services, Facilities and Property of the Employer**
- (a) The Employer shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F.
  - (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.
- 5.5 Payment** In consideration of the Services performed by the Consultant under this Contract, the Employer shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.
- 5.6 Counterpart Personnel**
- (a) The Employer shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Employer with the Consultant's advice, if specified in Appendix F.
  - (b) If counterpart personnel are not provided by the Employer to the Consultant as and when specified in Appendix F, the Employer and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Employer to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.
  - (c) Professional and support counterpart personnel, excluding Employer's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.

## **6. PAYMENTS TO THE CONSULTANT**

- 6.1 Cost Estimates;** (a) An estimate of the cost of the Services payable in foreign currency is set forth in

<b>Ceiling Amount</b>	Appendix D.
	<p>(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency specified in the SC.</p> <p>(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.</p>
<b>6.2 Remuneration and Reimbursable Expenses</b>	<p>(a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Employer shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.</p> <p>(b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).</p> <p>(c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).</p> <p>(d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.</p> <p>(e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Employer, once the applicable salaries and allowances are known.</p> <p>(f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176<sup>th</sup> of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30<sup>th</sup> of a month).</p>

- 6.3 Currency of Payment** Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in the currency of the Employer's country.
- 6.4 Mode of Billing and Payment** Billings and payments in respect of the Services shall be made as follows:
- (a) Within the number of days after the Effective Date specified in the SC, the Employer shall cause to be paid to the Consultant advance payments in foreign currency and in local currency as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Employer of an advance payment guarantee acceptable to the Employer in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Employer shall have approved in writing. The advance payments will be set off by the Employer in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.
  - (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Employer, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
  - (c) The Employer shall pay the Consultant's statements within sixty (60) days after the receipt by the Employer of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Employer may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
  - (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory



ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Employer within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Employer prior to being incurred.
- (g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**7. FAIRNESS AND GOOD FAITH**

- 7.1 Good Faith**                      The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2 Operation of the Contract**                      The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

**8. SETTLEMENT OF DISPUTES**

- 8.1 Amicable Settlement**                      If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and

respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

## **8.2 Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) Applicable Law	The words “in the Government’s country” are amended to read “in <b>Timor-Leste</b> .
1.4 Language	The language is: <b>English</b>
1.6 Notices	<p>The addresses are:</p> <p>Employer : <u>to be completed prior to signature of contract</u></p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile : _____</p> <p>Consultant : <u>to be completed prior to signature of contract</u></p> <p>_____</p> <p>Attention : _____</p> <p>Facsimile : _____</p>
1.8 Authority of member in charge	<p>For Joint ventures/ associations only:</p> <p>The Member in Charge is <i>[insert name of member]</i></p>
1.9 Authorized Representatives	<p>The Authorized Representatives are:</p> <p>For the Employer: <u>to be completed prior to signature of contract</u></p> <p>For the Consultant:</p> <p><u>to be completed prior to signature of contract</u></p> <p>_____</p>

<b>1.10 Taxes and Duties</b>	The Consultant, any Sub-Consultants or the Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law in force in Timor-Leste 30 days prior to submission of the proposal.
<b>2.2</b>	The time period shall be: <b>120 Days</b>
<b>2.3</b>	The time period shall be: <b>14 Days from the date of receipt of the notice to commence from the Employer</b>
<b>2.4</b>	The time period shall be: <b>26 months construction supervision + defects liability period</b>
<b>3.4</b>	<p>Additional Provisions:</p> <ul style="list-style-type: none"> <li>(a) The Consultant shall be responsible for, and shall indemnify the Employer, in respect of loss of or damage to equipment and materials furnished by the Employer, or purchased by the Consultant in whole or in part with funds provided by the Employer.</li> <li>(b) The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel and for the dependents of any such Personnel.</li> <li>(c) The Consultant shall indemnify the Employer from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Employer during or in connection in the Services by reason of: (i) infringement or alleged infringement by the Consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Consultant.</li> <li>(d) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Employer or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.</li> <li>(e) Subject to Consultant's access to all land in the Employer's Country in respect of which access is required for the performance of the Services, the Consultant shall indemnify, protect and defend at their own expense the Employer, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GCC 20.1 provided, however: <ul style="list-style-type: none"> <li>(i) that Consultant is notified of such actions, claims, losses or damages not later than twelve (12) months after conclusion of the Services;</li> <li>(ii) that the ceiling on Consultant's liability under Clause GCC 20.1 shall be limited to 100% of the contract price, except that such ceiling shall not</li> </ul> </li> </ul>

	<p>apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;</p> <p>(iii) that Consultant's liability under Clause GCC20.1 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.</p> <p>(f) Upon request of the Employer, the Consultant shall, at its own cost and expense, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under Clause GCC 20.1.</p> <p>(g) Notwithstanding the provisions of paragraph (a) above, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Employer's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which the Consultant does not agree; or (ii) the improper execution of Consultant's instructions by agents, employees or independent contractors of the Employer.</p>
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of <b>US\$ One (1) Million</b></p> <p>(b) Third Party liability insurance, with a minimum coverage of <b>US\$ One (1) Million</b></p> <p>(c) professional liability insurance, with a minimum coverage of: <b>110 percent of the Contract value</b></p> <p>(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
3.7 (c)	<p>The other actions are:</p> <p>Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written</p>

	approval of the Employer as “Employer” is required.
<b>3.9</b>	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Employer.
<b>6.1(b)</b>	The ceiling exclusive of local taxes is: <b>USD .....</b>
<b>6.2(a)</b>	<b>Remuneration shall be fixed for the duration of the Contract.</b>
<b>6.2(c)</b>	The Reimbursable expenses to be paid in foreign currency are set forth in Appendix D.
<b>6.3</b>	The foreign currency shall be the following: <b>United States Dollar (US\$)</b>
<b>6.4(a)</b>	The following provisions shall apply to the advance payment and the advance payment guarantee:  (1) An advance payment of <b>Ten Percent (10%)</b> shall be made within <b>30</b> days after the Effective Date. The advance payment will be set off by the Employer in equal installments against the statements for the first <b>Twelve (12)</b> months of the Services until the advance payment has been fully set off.  (2) The advance payment guarantee shall be in the amount and in the currency of the foreign currency portion of the advance payment.
<b>6.4(c)</b>	The interest rate is: <b>five (5) percent per annum</b>
<b>6.4(e)</b>	The accounts are:  Name of Bank: Address; Account Number: SWIFT Code
<b>6.5</b>	Additional provision:  The Employer will retain 5% from each progress payment as performance and quality guarantee for satisfactory performance of the contract. The total retention money will

	be payable after successful completion of the contract.
8.2	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>(a) Level One: the dispute is notified by one Party to the other according to Clause GCC 6.1. The dispute is examined by the Authorized Representatives of the Employer and the Consultant. In case the dispute is not settled within three (3) days, the Authorized Representatives shall fill in and sign the relevant section of the Dispute Notification Form attached as Appendix E, and deliver such Form to the Employer's and the Consultant's officials specified below, responsible for the Level Two of the settlement procedure:</p> <p>(i) The Employer's official responsible for Level Two is:</p> <p>(ii) The Consultant's official responsible for Level Two is:</p> <p>(b) Level Two: the dispute is examined by the Employer's and the Consultant's officials specified above. In case the dispute is not settled within the period after the delivery of the Dispute Notification Form to Level Two, the Employer's and the Consultant's officials responsible for Level Two shall fill in and sign the relevant section of the Dispute Notification Form, and paragraph (c) below shall apply.</p> <p>(c) Any dispute or difference arising out of this Contract or in connection therewith which cannot be amicably settled according to paragraph (b) above shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Singapore. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.</p>

## IV. Appendices

### APPENDIX A – DESCRIPTION OF SERVICES

**Note:** *This Appendix will include the final Terms of Reference worked out by the Employer and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.*



## **APPENDIX B - REPORTING REQUIREMENTS**

The reporting requirements are defined in the Terms of Reference and these will be discussed and refined during the contract negotiations.

**APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS - HOURS OF WORK  
FOR KEY PERSONNEL**

**APPENDIX D - COST ESTIMATES**

**APPENDIX E - COST ESTIMATES IN LOCAL CURRENCY**

Not Used

## **APPENDIX F - DUTIES OF THE EMPLOYER**

### ***FACILITIES PROVIDED BY THE OWNER***

The Owner will provide the following:

- Counterpart staff according to availability for assistance with supervision and progress monitoring.
- Assistance and advice on the processing of visas and work permits for Consultant staff as requested.

APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE

**Note:** See Clause GC 6.4(a) and Clause SC 6.4(a).

Employer Guarantee for Advance Payment

\_\_\_\_\_ [Employer's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Employer]

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ with you, for the provision of \_\_\_\_\_ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ [amount in figures] ( ) [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultants, we \_\_\_\_\_ [name of Employer] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] ( ) [amount in words]<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number \_\_\_\_\_ at \_\_\_\_\_ [name and address of Employer].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, <sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.  
This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

\_\_\_\_\_

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.  
<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

APPENDIX H –DISPUTE NOTIFICATION FORM

Dispute No.
Dispute notified at Level One on: _____[insert date] at:_____ [insert time]
Description of Dispute: _____ _____ _____ (Attach additional sheets if needed)
Result of discussion at Level One: resolved <input type="checkbox"/> Escalated to Level Two <input type="checkbox"/> [check the relevant box]
If resolved, give a brief description of resolution: _____ _____ _____ (Attach additional sheets if needed)
Sent to Level Two on: _____[insert date] at:_____ [insert time]
Employer’s Authorized Representative: _____[insert name and signature]
Consultant’s Authorized Representative: _____[insert name and signature]
Date: _____[insert date]
Dispute notified at Level Two on: _____[insert date] at:_____ [insert time]
Result of discussion at Level Two: resolved <input type="checkbox"/> Not resolved <input type="checkbox"/> [check the relevant box]
If resolved, give a brief description of resolution: _____ _____ (Attach additional sheets if needed)
Employer’s official responsible: _____[insert name and signature]
Consultants’ official responsible: _____[insert name and signature]
Date: _____[insert date]