



**REPÚBLICA DEMOCRÁTICA DE TIMOR-LESTE**  
**COMISSAO NACIONAL DE APROVISIONAMENTO**

Palacio do Governo, Edificio 2 -10 Andar Avenida Presidente Nicolau Lobato, Dili, Timor –Leste

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# **REQUEST FOR PROPOSALS**

**CONSULTING SERVICES FOR THE  
CONSTRUCTION SUPERVISION OF  
SUAI-FATUCAI / MOLA SECTION  
OF THE SUAI-BEACO HIGHWAY ROAD PROJECT**

**CONTRACT No. : RFP/008/MPW-MPMR-2013**

**ISSUED ON: 15 MAY 2013**

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**SECTION 1**  
**LETTER OF INVITATION (LOI)**

**RFP No.: RFP/008/MPW-MPMR-2013**

**15 MAY 2013**

1. The Government of Timor-Leste is inviting proposals from qualified consultants for the:  
**CONSULTING SERVICES FOR THE CONSTRUCTION SUPERVISION OF THE SUAI-FATUCAI / MOLA SECTION OF THE SUAI-BEACO HIGHWAY ROAD PROJECT**
2. Funding for these Services will be made from the Infrastructure Fund under the Office of the Prime Minister.
3. The project is located within the District of Suai, Republic of Timor-Leste. It is part of the proposed Suai-Beaco Highway which starts from Suai to Beaco through Betano and covers the five (5) districts of Covalima, Ainaro, Manufahi, Manatuto and Viqueque, Timor-Leste.
4. The scope of services for this Request for Proposal covers the Construction Supervision of the Suai-Fatucaí / Mola Section of the Suai-Beaco Highway Road Project. This section commences at sta. 3+920 and ends at sta. 34+275 (L=30.355 kms).
5. It is estimated that 228 person-months of professional and 504 person-months of sub-professional staff input plus administrative and other support staff input will be required over a duration of 27 months.
6. A firm will be selected under the **Quality-Cost Based Selection (QCBS)** procedure as described in the RFP Documents.
7. 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.
8. Interested Consultant Firms may inspect the RFP Documents or obtain further information from:  

**Mr. Anicetodo Rosario**  
*National Procurement Commission*  
*Rua dos Direitos Humanos, Dili, Timor-Leste*  
*Email: [adorosario@npc.gov.tl](mailto:adorosario@npc.gov.tl) copy to [ederamos@charleskendall.com](mailto:ederamos@charleskendall.com) and [gsharma@charleskendall.com](mailto:gsharma@charleskendall.com)*
9. Participation in this bidding process is open to all interested international and national Consultant Firms.
10. The tender documents are available in CD-ROM and may be obtained free-of-charge by any interested bidder at the above office address. International consultant firms may send their written request by email after which a PDF copy of the tender documents will be sent also by email
11. A pre-proposal conference will be held at **1500 hours** local time on **10 June 2013** at the same address specified above.
12. The proposals must be received in the Tender Box located at the same address specified above no later than **1500 hours** local time on **4 July 2013**. Late proposals will be rejected.
13. 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.

**Aniceto do Rosario**  
National Procurement Commission

## **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.

**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 an 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
  - (e) 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.
- 1.9 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).
- Only one Proposal** 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.
- Proposal Validity**
- 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.
- 2. Clarification of RFP Documents** 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.
- Amendment of RFP Documents** 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.
- Employer** 2.3 It is understood that from time the proposals are received by the



- Clarification of Proposals**
- 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.
- 3. Preparation of Proposals**
- 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 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 may fail to meet the minimum qualifying score as indicated in the Data Sheet.
- 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.
  - (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.
- Proof of Legal Status** 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).
- Disqualification** 3.5 Zero rating resulting in disqualification will be given to a nominated expert in particular circumstances, if the expert:
- (i) the CV is not signed in accordance with para. 3.6 (vi) requirements; or
  - (ii) is a current employee of the Employer; or
  - (iii) has failed to disclose any situation of actual or potential conflict in terms of para. 1.6.3
- Technical Proposal Format and Content** 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 wrong type 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. **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.** 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 Attachment	Proof of Legal Status			
“√” 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			
FTP	STP	BTP			FTP	STP	BTP
√			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 South East Asia	5	n/a	n/a
√			TECH-2D	D. Consultant's Quality Assurance	2	n/a	n/a
√			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	No limit, but should be concise and to the point	n/a	n/a
√			TECH-3B	B. On Counterpart Staff and Facilities	2	n/a	n/a
√	√	√	TECH-4	Description of the Technical Approach and 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	5 for each expert	5 for each expert	5 for each expert

√			TECH-7	Personnel Schedule	n/a	n/a	n/a
√	√	√	TECH-8	Work Schedule	n/a	n/a	n/a

- (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) 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).
- (v) 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 should be indicated separately for home office and field activities,

- and for international and national personnel.
- (vi) 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.
- Financial Proposals**
- 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 Request for Proposal (RFP) 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 Sheet]**”. 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 Proposals (only for QCBS, FBS and LCS)**
- 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 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 2.2, 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.
- Technical negotiations**
- 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.
- Financial negotiations**
- 6.3
- (i) When CQS, QBS, or SSSmethod 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.
  - (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.
  - (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>

- |                                       |     |   |
|---------------------------------------|-----|---|
| <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 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 proposalsecurity in original form. The amount and currency shall be as specified in the Data Sheet.  |
|                                       | 9.2 | The proposalsecurity shall be, at the Consultant's option, in any of the following forms:<br><br>(a) an unconditional bank guarantee;   |

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<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.

(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

<b>Paragraph Reference</b>	<b>RFP/008/MPW-MPMR-2013</b>
<b>1.1</b>	<p>Name of the Employer: <b>Ministry of Public Works and Ministry of Petroleum and Mineral Resources, 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>CONSULTING SERVICES FOR THE CONSTRUCTION SUPERVISION OF THE SUAI-FATUCAI / MOLA SECTION OF THE SUAI-BEACO HIGHWAY ROAD PROJECT</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>10 June 2013 at 1500 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>a. Office accommodation and vehicles to be provided to the Consultant free-of-charge through the construction contractor, as follows: <ul style="list-style-type: none"> <li>• Site Office building furnished space area building 200 sq.m. complete with sanitation, air condition, electricity, wifi LAN, water supply, and toilets;</li> <li>• Vehicle including maintenance and operation: eight (8) units Ford Ranger 4-wheel drive or equivalent with air condition, brand new and sixteen (16) units motorbike Honda GL or equivalent.</li> </ul> </li> <li>b. Counterpart staff according to availability for assistance with surveys and progress monitoring</li> <li>c. Assistance and advice on the processing of visas and work permits</li> </ol>

<b>Paragraph Reference</b>	<b>RFP/008/MPW-MPMR-2013</b>				
	for Consultant staff as requested				
<b>1.11</b>	Proposals must remain valid <b>NINETY (90) DAYS</b> after the deadline of proposal submission.				
<b>2.1</b>	<p>Clarifications may be requested not later than <b>Fourteen(14)</b> days before the deadline of proposal submission.</p> <p>The address for requesting clarifications is:</p> <p><b>Mr. Aniceto do Rosario</b></p> <p>National Procurement Commission  Rua dos Direitos Humanos, Dili, Timor-Leste  Email address: <a href="mailto:adorosario@npc.gov.tl">adorosario@npc.gov.tl</a></p> <p>copies to <a href="mailto:gsharma@charleskendall.com">gsharma@charleskendall.com</a> and <a href="mailto:ederamos@charleskendall.com">ederamos@charleskendall.com</a></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> <table border="0" data-bbox="395 1249 1013 1368"> <tr> <td><b>Professional Staff:</b></td> <td><b>228 person-months</b></td> </tr> <tr> <td><b>Sub-professional Staff:</b></td> <td><b>504 person-months</b></td> </tr> </table>	<b>Professional Staff:</b>	<b>228 person-months</b>	<b>Sub-professional Staff:</b>	<b>504 person-months</b>
<b>Professional Staff:</b>	<b>228 person-months</b>				
<b>Sub-professional Staff:</b>	<b>504 person-months</b>				
<b>3.8 (iii) b</b>	Maximum Budget for the Assignment: <b>USD 4,624,000.00</b>				
<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) cost of international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(4) cost, rental and freight of any equipment required to be provided by the Consultant for the purposes of the Services;</li> </ol>				

<b>Paragraph Reference</b>	<b>RFP/008/MPW-MPMR-2013</b>
	(5) cost of printing and dispatching of the reports to be produced for the Services; (6) miscellaneous administrative and support costs including office operations, support personnel and translation; and (7) cost of such further items required for purposes of the Services not covered in the foregoing.
<b>3.8 (iii) f</b>	Amount for provisional sums:  <b>Provisional Sum: NIL</b>  <b>Contingency amount: NIL</b>
<b>3.9</b>	Amounts payable by the Employer to the Consultant under the contract to be subject to local taxation: <b>YES</b>  <b>The Consultant shall pay local taxes without reimbursement by the Employer.</b>
<b>4.3</b>	The Consultant must submit:  (a) <b>Technical Proposal:</b> one (1) original and three (3) copies and one (1) electronic copy in CD; (b) <b>Financial Proposal:</b> one (1) original and one (1) electronic copy in CD.
<b>4.4</b>	Financial Proposal to be submitted in sealed envelope: <b>YES</b>
<b>4.5</b>	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:  <b>BID BOX</b> <b>Office of the National Procurement Commission</b> Rua dos Direitos Humanos, Dili, Timor-Leste  Proposals must be submitted no later than the following date and time: <b><u>4 July 2013; 1500 HOURSTIMOR-LESTE TIME</u></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>Paragraph Reference</b>	<b>RFP/008/MPW-MPMR-2013</b>
<b>5.3</b>	<p><b>In accordance with the applicable law, the Employer shall open the Financial Proposals of only the Consultants with the top two technical scores.</b></p> <p>The Employer shall notify in writing <b>Consultants with the top two technical scores</b>, informing them of the technical scores obtained by their Technical Proposals, and indicating the date, time and location for opening the Financial Proposals.</p> <p>The Employer shall also notify those Consultants whose Proposals met the minimum qualifying mark but did not secure any of the top two technical scores, indicating that their Financial Proposals will be returned unopened after completing the selection process.</p>
<b>5.3</b>	<p>Expected date for public opening of Financial Proposals:</p> <p><b>25 July 2013; 1500 HOURS TIMOR-LESTE TIME</b> to be held at:</p> <p><b>Office of the National Procurement Commission</b> Address: Rua dos Direitos Humanos, Dili, Timor-Leste</p>
<b>5.4</b>	<p><b>In accordance with the applicable law, the Employer shall open the Financial Proposals of only the Consultants with the top two technical scores.</b></p>
<b>5.6(ii)</b>	<p>Quality-Cost Ratio: <b>80:20</b></p>
<b>6.1</b>	<p>Expected date and address for contract negotiations:</p> <p><b>15 August 2013</b> to be held at:</p> <p><b>Office of the National Procurement Commission</b> Address: Rua dos Direitos Humanos, Dili, Timor-Leste</p>
<b>7.1</b>	<p>After Contract signature, the Employer shall also return the unopened Financial Proposals to the consultants whose Technical Proposals have secured the minimum qualifying mark but not secured any of the top two technical scores.</p>
<b>7.2</b>	<p>Expected date for commencement of consulting services: <b>7 October 2013</b></p>
<b>9.1</b>	<p>A Proposal Security is required in the amount of: <b>N/A</b></p>



## **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
<b>I. Qualification of the Firm</b>		<b>150</b>												
a.	Experience insimilar projects over the last ten (10) years	80												
b.	Experience in Timor-Leste and similar geographic areas	35												
c.	Quality Management System	35												
<b>II. Approach and Methodology</b>		<b>250</b>												
a.	Technical Approach and Methodology	75												
b.	Innovativeness / Comments to TOR	50												
c.	Work Program	50												
d.	Organization and Personnel	75												
<b>III. Personnel (Areas of Expertise)</b>		<b>600</b>												
a.	Team Leader	90												
b.	Quality Assurance Visiting Specialist	60												
c.	GeodeticEngineer	30												
d.	Environmental Engineer	60												
e.	Chief Supervising Engineer	70												
f.	Highway Engineer	60												
g.	Structural Engineer	60												
h.	Chief Inspector	60												
i.	Soils and Materials /Quality Engineer	60												
j.	Quantity Engineer/Document Specialist	50												
<b>TOTAL</b>		<b>1000</b>												
<b>Rating:</b>			Excellent - 100%	Very Good - 90%	Above Average - 80%	Average - 70%	Below Average - 50%	Non-complying - 0%						
<b>Score:</b>			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	
Experts								
<b>Rating:</b>		Excellent - 100%	Very Good - 90%	Above Average - 80%	Average - 70%	Below Average - 50%	Non-complying - 0%	
<b>Score:</b>		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 SouthEast Asia
  - 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 Technical 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

## 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;

<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].

2. Joint Venture or Association Agreements (if applicable, but without showing any Financial Proposal information); and
3. 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 **ten (10) years**. Use a maximum of 20 pages. No promotional material should be included.]*

Assignment name:	Approx. value of the 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 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 South East Asia

[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 South East Asian countries, requested under this assignment. Use a maximum of 5 pages. No promotional material should be included.]

Assignment name:	Approx. value of the 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 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]*

---

**FORM TECH-3 COMMENTS AND 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**

*[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.]*

## **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.]*

---

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

---

*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. [Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]*
  - b) *Work Plan. [Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. The work plan should be consistent with the Work Schedule of Form TECH-8.]*
  - c) *Organization and Personnel. [Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. 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 (5) 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: \_\_\_\_\_



<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work undertaken that best illustrates capability to handle the tasks assigned</b></p> <p><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></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

**13. Certification:**

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

*[Signature of expert or authorized representative of the firm]*

*Day/Month/Year*

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	
<b>International</b>																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
													Subtotal					
<b>National</b>																		
1		[Home]																
		[Field]																
2																		
n																		
													Subtotal					
													<b>Total</b>					

<sup>1</sup> For international experts, the input should be indicated individually; for national experts, it should be indicated individually, or, if appropriate, by category (e.g. economists, financial analysts, etc.).

<sup>2</sup> Months are counted from the start of the assignment. For each expert indicate separately the input for home and field work.

<sup>3</sup> Field work means work carried out at a place other than the Consultant's home office.

Full time input  
 Part time input

**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.

# **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 (NOT APPLICABLE)
- FIN 5 BREAKDOWN OF OUT OF POCKET EXPENSES
- FIN 6 ACKNOWLEDGEMENT OF COMPLIANCE

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**FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM**


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[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>7</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>7</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

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

RFP No.:		<b>CONSULTING SERVICES FOR THE CONSTRUCTION SUPERVISION OF THE SUAI-FATUCAI / MOLA SECTION OF THE SUAI-BEACO HIGHWAY ROAD PROJECT</b>	
RFP/008/MPW- MPMR-2013			
<b>Competitive Components:</b>		<b>US\$</b>	
<i>Remuneration</i>			
National Experts			30,000
International Experts			796,000
<i>Total Miscellaneous Expenses</i>			85,500
<b>Sub-Total</b>		<b>911,500</b>	
<b>Non-Competitive Components:<sup>8</sup></b>			
<i>Provisional Sums</i>		0	
<i>Contingencies</i>		0	
<b>Sub-Total</b>		<b>0</b>	
<b>Total</b>		<b>911,500</b>	

<sup>8</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

RFP No.: RFP/008/MPW-MPMR-2013

### CONSULTING SERVICES FOR THE CONSTRUCTION SUPERVISION OF THE SUAI-FATUCAI / MOLA SECTION OF THE SUAI-BEACO HIGHWAY ROAD PROJECT

#### *International Experts*

Expert	Citizenship	Birth Date (dd/mm/yy)	Employment Status <sup>9</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

#### *National Experts*

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>9</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> (NOT APPLICABLE)

EXPERT						1	2	3	4	5	6	7	8	9	10
						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	(6/1)	
Full Name							% of 1	% of 1	(1+2+3)	% of 4	(4+5)	% of 1	(6+7)	(6/1)	

<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**

RFP No.: RFP/008/MPW-MPMR-2013

**CONSULTING SERVICES FOR THE CONSTRUCTION  
SUPERVISION OF THE SUAI-FATUCAI / MOLA  
SECTION OF THE SUAI-BEACO HIGHWAY ROAD  
PROJECT**

<i>Item</i>	<i>Unit</i>	<i>Currency</i>	<i>Unit Cost</i>	<i>Qty</i>	<i>Cost</i>
<i>Per Diem</i>	<i>Day</i>	USD	135	90	12,150
<i>International Air Travel</i>					
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
<i>National Air Travel</i>	RT	USD	100	5	500
<i>Communications</i>	Month	USD	6,000	1	6,000
<i>Office Operations, LC (Office supplies, support staff)</i>	Month	USD	350	6	2,100
<i>Report Preparation, Production, and Submission</i>	lump sum	USD	6,000	1	6,000
<b>Total for Out of Pocket Expenses</b>		USD			86,810

**FORM FIN-6<sup>10</sup>**  
**DECLARATION OF COMPLIANCE**

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 and Financial Proposals (collectively “Proposals”) 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.

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>10</sup> Failure to complete this form will result in disqualification of the Financial Proposal.

# **SECTION 5**

## **TERMS OF REFERENCE**

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ATTACHMENT

Attachment 1: Project Location Map

Attachment 2: Drawings

Attachment 3: Consultant Organization Structure

## I. INTRODUCTION

### 1. Definition

- a. **Name of Activity:**

The Name of Activity is Construction Supervision of Suai – Fatucaï/Mola Section, Sta.3+920 - Sta.34+250, Length 30.355 four lane divided road 23.40 meter in total width pavement with the median road. This is part of the Suai-Beaco Highway Project.
- b. **The Owner of this activity is the Ministry of Public Works (MPW) and the Ministry of Petroleum & Mineral Resources (MPMR) of Republic Democratic of Timor-Leste.**
- c. **Management of Activities**

The overall Management of Activities is led by a Project Manager appointed by the MPW and MPMR under the guidance from the Owner and Project Steering Committee (PSC). PSC will consist of the representatives from the CAC, the Agency of National Development (ADN), the Ministry of Public Works (MPW), the Ministry of Petroleum & Mineral Resources (MPMR), and the Ministry of Finance (MOF).
- d. **Procurement Commission**

Procurement of the Supervision Consultant will be carried out by the National Procurement Commission (NPC). NPC will arrange pre-bid meeting, receive the proposals, evaluate the proposals and propose the winner.
- e. **Construction Supervision Consultant**

The Construction Supervision Consultant is the consulting company which has been determined the winner of the procurement process and who will sign the contract together with the Owner.

### 2. Background

- a. **The development of the south coast zone from Suai to Beaco, through Betano will result in strong economical drive, setting population following qualified direct job creation and creating opportunity to re-qualify existing village and equipment, as well as property set up fully infrastructure new settlement.**
- b. **The Suai-Beaco Highway was planned in mid 2012 with total length 155.68 km and is multi-functional connecting the existing roads, port, airport and other**

- petroleum industry facilities to properly develop the southern coast infrastructure development project in Timor-Leste.
- c. The Suai-Beaco Highway connects all radiant existing roads from southern coast and existing southern National Road, with the following essential functions:
    - 1) Part of Petroleum Infrastructure Development in southern of Timor-Leste.
    - 2) To trigger acceleration of development of southern coastal area.
    - 3) To enhance physical distribution in future centre of development area's along the corridor Suai, Betano and Beaco.
    - 4) To distribute agricultural and industrial products from the potential area along the southern coast area to local and international destination.
  - d. The MPW and MPMR intend to apply part of the Infrastructure Fund for payments of the consulting company to provide services for the Construction Supervision for Suai-Beaco Highway Project.
  - e. The Republic Democratic of Timor-Leste (RDTL) through the Ministry of Finance has made available funds from the Infrastructure Fund (IF) to finance the construction supervision services. Part of this fund which was made available from current year's budget appropriation is intended to apply in part eligible payment for consulting services.
  - 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 construction supervision services to conform to the required standards.

### **3. Objectives**

- a. This Terms of Reference (TOR) should be used for guidance for the satisfactory and timely completion of the project. This TOR sets out the output, principles, criteria, process and input.
- b. In this task, the Construction Supervision Consultant will implement the duties in a professional manner so as to deliver the outputs in accordance with the technical specifications and standards stated in this TOR.
- c. The objective of this TOR is to provide technical guidance and instructions to interested consulting companies so that they can fulfil the technical requirements of the project.

#### **4. Scope of Services**

The scope of services for the Construction Supervision Consultant is follows:

- a. Construction preparation, 3 months

The Consultant's assignment is to assist the Project Owner for detailed listing of land and property along the corridor of ROW.

- b. To carry out construction supervision for the Suai-Fatucai/Mola Section for 24 months.

#### **5. Location**

The project is located within the district of Suai, Republic of Timor-Leste.



## II. SCOPE OF SERVICES

The Construction Supervision Consultant shall perform all works necessary to achieve the objectives set out in the Terms of Reference, directly under the Project Director to be nominated by Government Project Authority.

The construction supervision services shall include, but not be limited to, the following items:

- a) The Construction Supervision Consultant shall function on behalf of Project Authority as “Engineer Representative” of the Project to perform the duties in accordance with acceptable criteria and standards applicable to civil works and shall exercise the power vested as Engineer Representative under the Project Owner with the Contractor. The term of “Engineer Representative” shall mean the Consultant Project Manager or any other person appointed by the Project Director designated by the Chief Engineer of Project Owner and notified in writing to the Contractor to act in replacement of the Engineer Representative for the purpose of completing the Project.
- b) The Construction Supervision Consultant shall have tasks to provide services in accordance with the construction supervision:
  - Day to day quality control to achieve best quality, of material and construction and no defect (quality assurance)
  - Construction schedule control to avoid construction delay
  - Project finance control to avoid inefficient cost
  - Implementation of construction safety to avoid accident
  - Implementation of environment management system in accordance with requirements/ specification
- c) The Construction Supervision Consultant shall establish organization that shall meet Project Owner approval for proper execution of the services.
- d) To represent the interest of Project Owner against the Contractor in any matters related to the construction contract and the proper execution thereof. Establish contract management system to administer the contract and to maintain records of all contractual correspondence, quantity measurement and quality control test.
- e) To review and approve the Contractor’s work method including plan for traffic management and safety control during construction.
- f) To furnish for use of the Contractor all necessary basic design survey documents. Review and approve the Contractor’s working drawing, shop drawing, installation production plan drawing, and drawing for temporary works, issue further drawing, and to give instruction to the Contractor for any work which may not be sufficiently detailed in the contract documents.

- g) To review and recommend for approval of Project Owner, the Contractor's disbursement schedule approved by the Engineer.
- h) To perform value engineering during supervision stage in order to assure that approved plans are rapidly and properly translated in action, and recommend necessary project improvements to achieve savings.
- i) To assess the adequacy of all inputs such as materials, labor and equipment provided by the Contractor and the methods of work in relation to the requirements and take appropriate action in order to expedite progress. Keep and regularly update a list of the Contractor's equipment and its condition to ensure compliance with the list of equipment which the Contractor provided in his bid.
- j) To issue the Order of Commencement of the work and give approval to the Contractor for his superintendent and his key personnel, construction program and every site activities as well as construction method during execution of the construction works. Approve the Contractor's plan for traffic management, and river and land traffic safety during construction.
- k) To inspect and evaluate all Contractor's installations, site office, yards, warehouses and other temporary work at the site to ensure compliance with the terms and conditions of the contract documents.
- l) To provide effective and regular supervision of the works and supervise the quality control test to assure that the work are executed in accordance with the established standard, criteria, specification and procedure. To maintain at least one (1) of the Engineer Representative staff at the site at all times when the Contractor is working to supervise the work and issue instruction as required.
- m) To assess the adequacy of the material testing laboratory provided by Contractor, order necessary test on material and the completed works and instruct removal and substitution of improper works, structures and/or material as required.
- n) To 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 work with authorization by Project Owner's approval.
- o) To verify the Contractor's stake out survey for the centreline of alignment, structure location and vertical control benchmarks.
- p) To examine and make recommendation to Project Owner on all claims from the Contractor execution and extension, extra compensation, work or expenses or other matters, including preparing the technical justification for any change of works matters on site.
- q) To assess, validate and certify/recommend Contractor's monthly payment certificates prior to submission to Project Owner.

- r) To propose and present to Project Owner for approval any changes in plans deemed necessary for the satisfactory completion of the works, including information or any effect on changes in the contract amount and the time of completion of the Project. To review all necessary change orders including altering of plans and specifications other details, and inform Project Owner of any problems or potential problems in connection with the construction contract and make recommendation for possible solutions.
- s) To assure the receipt of and maintain all warrant for material and equipment and incorporated in Project as required under the terms of the contract document.
- t) To prepare and submit to Project Owner the periodic report as required on the progress of the performance of the Contractor, the work quality and financial forecast of work.
- u) To inspect the safety aspects of the construction works, method and procedure that every reasonable measure has been taken to protect life and property.
- v) Before issuance of certificate of completion, the Consultant shall take necessary inspection, specify and supervise any remedial works to be carried out and when completed, recommend to Engineer to carry out final inspection and acceptance of the project.
- w) To introduce advance technology on construction, management system and operation and maintenance to the counterpart and local engineers and arrange training for Counterparts and the local engineers. To train the counterpart and local engineers on the job by assigning them to get involved in the implementation process of the consulting services. To instruct the Project Owner staff at the project site about the construction management, quality control and international contract administration.
- x) To monitor and report on the environmental impacts during construction and indicate measures to improve the situation. To conduct environmental monitoring periodically at the designated stations.
- y) To assist and make recommendation to Project Owner for setting up and actual operation and maintenance scheme for the Project after completion.
- z) To perform any other items of work not specifically mentioned above, but are deemed necessary and essential for successful supervision and control of the construction activities in accordance with the plans, specifications and terms of contract. Consultant's responsibility for the assignment shall remain valid until the issuance Certificate of Completion by Project Owner.

### III. RESPONSIBILITY OF CONSTRUCTION SUPERVISION CONSULTANT

1. The Construction Supervision Consultant is responsible professionally on the construction supervision services to conform to the regulations and in accordance with ethical code of professionalism.
2. In general, the responsibility of the Construction Supervision Consultant covers the following:
  - a. Review of detailed engineering design for the essential works as defined above, including recommendations on amendments and revisions.
  - b. The result of construction and supervision works should fulfill supervision qualification standards.
  - c. The result of construction supervision works should accommodate the limitations expressed by the Owner including through this TOR such as in the aspect of payment, work schedule and the quality of constructions to be supervised.
  - d. The result of construction supervision works should fulfill the regulations, standards and technical guidance of construction supervision that are generally in effect.

## IV. OUTPUT OF CONSTRUCTION SUPERVISION ACTIVITIES

The output of construction supervision activities of the Construction Supervision Consultant is a product of report that is presented in a systematic and good format as follows:

### 1. Inception Report

The stage of construction supervision concept consists of as follows:

- a. Concept of construction supervision works covering the number and qualification of team members and its responsibilities and methodology of implementation.
- b. Scope of services, report of existing site data and information, and other purposes needed.

The Inception Report will be submitted within one month of mobilisation of the Construction Supervision Consultant in 6 hard copies and 6 electronic copies of CDs and/or other agreed form of electronic copies.

Comments on the Inception Report will be prepared and discussed between the Construction Supervision Consultant and the Project Manager together with the PSC and an agreed technical construction supervision concept will be approved by the Owner during the first 4 weeks of the assignment enabling the Construction Supervision Consultant to continue his work with minimal delay.

### 2. Daily Record

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

### 3. Daily Report

The Daily Report contains information indicating the Construction Supervision Consultant discussions with the Contractor regarding the following:

- a. Labours working in the site.
- b. Materials dropped in the site, accepted and or rejected.
- c. Equipment to be used for construction.
- d. Physical progress of construction works that are being implemented by the Contractor.
- e. Time for implementing the construction work.

### 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 construction works provided by the Contractor. A monthly progress report should be brief and concise describing all activities and progress in the previous month. Problems encountered or problems anticipated shall be clearly stated, together with steps taken or recommendations for their correction. It will also indicate the works to be performed during the coming month.

These documents should be submitted in 6 hard copies and 6 electronic copies of CDs and/or other agreed form of electronic copies.

**6. Time Schedule**

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

**7. Construction Progress Reports**

Construction Progress Reports will be prepared monthly by the Construction Supervision 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 Construction Supervision Consultant.

**9. Document of Design Changes**

Documentation containing construction phase design changes, additions or reduction of works will be provided by the Construction Supervision Consultant to the Project Manager. In particular, the Construction Supervision 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.

**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 Construction Supervision Consultant and the Contractor.

**13. Photographs**

Photographs shall show the sequence of construction progress.

**14. As-built Drawings**

As-built Drawing of the construction works

**15. Manuals**

Manuals of equipment prepared by the Contractor

**16. Record of Commissioning**

Record of equipment/structures commissioning

**17. Construction Supervision Completion Report**

The Construction 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 6 hard copies and 6 electronic copies of CDs and/or other agreed form of electronic copies.

## V. PRINCIPLES

The Construction Supervision Consultant in the implementation of its tasks should take note of the principles as follows:

1. Within reasonable limits, implementation of the works should cause minimal disturbance to the activities in the locality of the works.
2. The construction works should be completed in minimum time [twenty four (24) months] without compromising quality such that the improved facilities are available for use as soon as possible.
3. The facilities constructed should increase the quality of environment.
4. Difference of opinion between the employer and the consultants : in cases of urgency, the Consultants shall have the right to request the employer that the matter be discussed immediately between the employer



## **VI. CONSTRUCTION SUPERVISION CRITERIA**

### **1. General Criteria**

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

### **2. Objective Criteria**

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

### **3. Functional Criteria**

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

### **4. Procedure Criteria**

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

### **5. Technical Criteria**

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

## VII. CONSTRUCTION SUPERVISION PROCESS

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

### 1. Preparation

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

### 2. Implementation

- a. Implement supervision in general, site supervision, coordination, and inspection continuously.
- b. Supervise the accuracy of measurement, quantity and quantity of materials, equipment, working methods at the site.
- c. Supervise the physical progress and take action properly and fast in order to ensure the implementation time to meet the schedule, and ensure that the resulting project structure meets international quality standards.
- 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 instructions to the Contractor with no deviation against the contract and make report of such to the Project Manager.
- f. The consultant manages the work with full responsibility to Project Authority for engineering adequacy and quality of the result within the scope of services specified in the contract

### 3. Consultation

- a. Meet the Project Manager to discuss any issues that arise during construction.
- b. Hold regular site meetings at least twice a month with the Project Manager and Contractor to discuss issues arising during construction. Prepare minutes of meetings and send to all parties concerned, and expected to be received within one week.
- c. Hold meetings out of regular schedules as required.

**4. Reports**

- a. Prepare reports in administrative and technical aspects to the Project Manager regarding the quality, quantity, percentage and value of part or whole works constructed by the Contractor.
- b. Report the materials, labours and equipment to be used.
- c. Report the real work progress and compare with the approved schedule.
- d. Check the additional drawings prepared by the Contractor particularly that results in additional or deduction works, and the shop drawings.

**5. Document**

- a. Prepare documents on 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, documents on work progress, handing over and acceptance of completed work.

## VIII. CONSTRUCTION SUPERVISION INPUT

### 1. Information

- a. To implement the tasks, the Construction Supervision Consultant should collect information required, aside from the information provided by the Owner.
- b. The Construction Supervision Consultant should check the validity of information to be used in the implementation of his tasks either the information provided by the Owner or collected by himself.
- c. The faults of construction supervision work as the result of faults of information will be the responsibility of the Construction Supervision Consultant.
- d. The information required and to be obtained for supervision are as follows:
  - 1) Shop drawings
  - 2) Technical Specifications
  - 3) Minutes of Pre-bid Meeting and Assignment of Contractor
  - 4) Contract document of Contractor
  - 5) Work Schedule, Bar-Chart, "S" Curve, and Network Planning prepared by the Contractor
  - 6) Terms of Reference of Construction Supervision
  - 7) Regulations, standards and manuals including technical guidance for quality control testing.

### 2. Personnel

The Construction Supervision Consultant should provide qualified personnel to fulfill the requirements for the satisfactory implementation of the services, with consideration on the scope of works or the level of complexity of the works. The consultant organization shall consist of core team and field team, and should be effective to implement consultant task.

- Position, requirement and their responsibility are clearly stated
- Number of personnel , total man- month are clear

The personnel required for this construction supervision activities consists of the following:

#### a. Core Team Professional

##### 1) Team Leader

Team Leader should be a senior civil engineer with a Graduate Degree in Civil Engineering from recognized university and relevant minimum 18

years experience in construction supervision works of toll road and long span bridge construction works with prestressing concrete technology. The Team Leader must have expertise in contract procurement, contract administration, and contract management for civil engineering works and thoroughly familiar with internationally accepted design system and standardized contract documents.

The tasks of the Team Leader are the following:

- a) To be responsible directly to Project Manager and responsible for overall coordination of Consultant Team activities.
- b) During construction preparation stage, to coordinate with and assist the Project Owner to prepare tender assistance for Contractor.
- c) To organize construction supervision team and take responsibility to check, verify and approve all required drawing for construction done by the Contractor.
- d) To monitor the submissions of regular report from Contractor, to ensure quality, accuracy and timeliness, and intervention to ensure that they are error-free, including advising Project Manager on proper completion of data reports, and monitoring their performance.
- e) To assist the Project Manager to manage financial plan including monthly, quarterly and yearly financial plan and project completion report.
- f) To monitor the accuracy and timeliness of data entry, initial processing and transfer of data and report to Project Manager.
- g) To obtain appropriate reports and information from Procurement Committees and compilation of regular procurement reports from participating entities.
- h) To monitor the implementation performance of the project with Chief Supervising Engineer.
- i) Levels of activity in and adherence to public disclosure policy postulated for project including Environmental Impact Assessment.
- j) Level of participation of Community Representatives in project-related meetings.
- k) To ensure performance of complaints handling mechanism established for the project.
- l) To ensure that all provisions of the Terms of Reference are fulfilled to the complete satisfaction of Project Owner in connection with organizing and implementing the project.

- m) To assist the Project Owner as required in supervising and monitoring the construction progress and quality.
- n) To coordinate the works with field team to ensure that all detailed field engineering for the major roads and bridges, contract mobilization periods for each contract package for the purpose of defining the location and extent and quantity of those work items which are only partially specified in contract documents.
- o) To provide satisfactory technical justification for major Contract Change Order and Addenda.
- p) To ensure that the Project Owner policies and standards are implemented in all contract packages.

## **2) Quality Assurance Visiting Specialist**

Quality Assurance Visiting Specialist should be a senior civil engineer with a Graduate Degree in Civil Engineering from recognized university and relevant minimum 15 years experience in construction supervision work of highways and bridges.

The tasks of the Quality Assurance Visiting Specialist are the following:

- a) To provide close supervision of the setting-up, organization and layout of Contractor's field laboratory and monitoring of the mobilization of the testing equipment, to ensure well in advance at the start of construction that the laboratory is adequately equipped and capable of performing all the specified testing requirements for the Contract.
- b) To provide close supervision of the setting-up of the Contractor's equipment, including stone crusher and asphalt mixing plant, to ensure that the specified requirement for such equipment are fully met.
- c) To provide close supervision of the setting-up of Contractor's quality system and administration.

## **3) Geodetic Engineer**

Geodetic Engineer should be a senior geodetic engineer with a Graduate Degree in Geodetic Engineering from a recognized university and relevant minimum 8 years experience in geodetic engineering of toll road or arterial road project, and familiar with operating Total Station Survey equipment, data processing and reporting.

The tasks of the Geodetic Engineer are the following:

- a) Responsible for ensuring that the Contractor field survey and work shop drawings are in accordance with the actual condition before approval by the Chief Supervising Engineer.
- b) Responsible for ensuring the Contractor field survey and staking out for geometric and coordinate points are correct and in accordance with the work shop drawings.

#### 4) **Environmental Engineer**

Environmental Engineer should be a senior Environmental Engineer with a Graduate Degree in Environmental Engineering/Social Science from a recognized university and relevant minimum 10 years experience in environmental management planning and infrastructure projects in developing tropical countries such as Timor-Leste. Environmental Engineer shall coordinate and supervise the implementation of the standard mitigation measures set out in the Environmental Management Plan and Environmental Monitoring Plan for road works under construction.

The tasks of the Environment Engineer are the following:

- a) To review the Contractor's environmental management plan to ensure that it meets all project objectives with respect to environmental and social issues.
- b) To monitor the environmental controls and impacts and prepare a checklist of compliance contract package during construction. The detail of the checklist will be agreed before-hand with the Project Owner. Comprehensive environmental study to assist the Project Owner in setting-up environmental conservation strategy/methods in the future.
- c) To supervise the monitoring of present environmental condition during and after construction, which shall include among others the following:
  - Water pollution
  - Air pollution
  - Noise and vibration
- d) To manage and monitor the Environmental Management Plan (EMP) and Environmental Monitoring Plan (EMP) requirement, monitoring the compliance of the Project with conditions stated in Environmental Management Plan and Environmental Monitoring Plan, and make necessary recommendation on environmental mitigation measure to Project Owner and Contractor.

- e) To promote the use of environmental safeguards at all stages of the works.
- f) To monitor the environmental and social impact using check lists.

**b. Field Team Professional**

**1) Chief Supervising Engineer**

Chief Supervising Engineer should be a senior civil engineer with a Graduate Degree in Civil Engineering from a recognized university and relevant minimum 15 years experience in design and construction supervision of toll road and long span bridge construction works with concrete prestressing technology, covering highways engineering, highway material and contractual philosophy of the project. The Chief Supervising Engineer shall assist and deal on a day-to-day basis with Team Leader coordinating construction supervision especially Field Team consultant.

The tasks of the Chief Supervising Engineer are the following:

- a) To assist and work together with Team Leader dealing all coordination with Project Manager such as liaison with the Project Owner, liaison with and reporting to his own Head Office, coordination with other authorities, responsibility for technical and progress planning/reporting, managing technical and financial administration, quality and cost control, and guiding his staff in their respective tasks.
- b) Responsible for all activities of Field Team members. To carry out duties in ensuring that the construction work is accomplished fully in accordance with the engineering design, specification, and contract document requirements.
- c) Responsible for reviewing and evaluating with Team Leader and Contractor regarding the safety, progress, quality and cost of the works.
- d) Responsible for monitoring the site works, foreseeing problems arising and proposing solution.
- e) To advise Team Leader on necessary variations to the work and inform the effect of all variations on the time completion, progress, quality and cost of the works.
- f) To advise Team Leader on any redesign work necessary due to Project Owner requirement or to change site condition and inform the effect of all redesign on the time completion, progress, quality and cost of the works.



- g) To supervise construction work on site which should be done based on specification requirement.
- h) Responsible for monitoring the site works, foreseeing problems arising and proposing solutions.
- i) To assist and provide any coordination action on site among all stake holders.
- j) To certify each payment in accordance with progress and measurement.

## 2) Highway Engineer

Highway Engineer should be a senior civil engineer with a Graduate Degree in Civil Engineering from a recognized university and relevant minimum 10 years experience in highway engineering projects, and possesses Certificate of Expertise issued by a professional institution. The Highway Engineer is responsible for carrying out, check and verify all types of geometric design especially toll road or arterial road, and thoroughly familiar with international design standards (AASTHO Standard reference).

The tasks of Highway Engineer are the following:

- a) To check and verify the highway design drawing for Suai-Beaco Highway Construction Project in line with existing field conditions and accommodate input from road stakeholder.
- b) To supervise and review the preparation of “As-Built” drawings for approval of Project Owner and inspect the work and check material, including testing of materials in accordance with Project Owner requirements.
- c) Responsible for ensuring that the Field Teams are aware of any special construction requirement, highway design and drainage problems, and take any necessary review under the direction/guidance of Team Leader.
- d) Responsible for assisting Project Owner throughout the implementation of the project, and with evaluation of all design review, major change order proposals and Addenda, which are endorsed to Project Owner for approval.
- e) To check and verify the review of major design changes or technical specification changes proposed prior to approval.

### 3) **Structural Engineer**

Structural Engineer should be a senior civil engineer with a Graduate Degree in Civil Engineering from a recognized university and relevant minimum 10 years experience in civil engineering projects covering long span bridges with precast prestressing concrete technology, box traffic tunnel, and possess Certificate of Expertise issued by a professional institution. The Structural Engineer should be responsible for carrying out, check and verify all types of structural design especially toll road design, and thoroughly familiar with international standards.

The tasks of Structural Engineer are the following:

- a) Check and verify the design of structural drawings for Suai-Fatucai/Mola Section Project in line with existing site conditions especially for the underpass crossing with the existing road.
- b) Responsible for ensuring that the Field Teams are aware of any special construction requirements including inspecting works, review the preparation of “As-Built” drawings, and testing of materials in accordance with Project Owner requirements.
- c) Check and verify the review of major design changes or technical specification change proposed for approval.
- d) Control and organize the field staff in executing the supervision related to all structures of the project.

### 4) **Chief Inspector**

Chief Inspector should have a Graduate Degree in Civil Engineering from a recognized university and relevant minimum 8 years experience in highway and bridge construction supervision especially toll road or arterial road, and possess Certificate of Expertise issued by a professional institution.

The tasks of Structural Engineer are the following:

- a) Reside very close to the contract package he is to supervise.
- b) Responsible for all site work activities. Assist the Supervising Engineer in carrying out duties in ensuring that construction work is accomplished in full accordance with the engineering design, specifications, and other contract documents.
- c) Travel up and down the works in progress inspecting on daily basis. He prepares daily reporting regular progress information on construction activities, weather, deliveries of materials, equipment on site, special events, etc. using standard report form to be submitted to

the Supervision Engineer and review and evaluate adequacy of the Contractor work activities.

- d) To prepare report for the Supervising Engineer when any critical path has been delayed and advice on action to be taken to ensure that construction progress is maintained.

#### **5) Soils and Materials / Quality Engineer**

Soils and Materials/ Quality Engineer should have a Graduate Degree in Civil Engineering from a recognized university and relevant minimum 8 years experience in Quality Control of highway and bridge construction supervision especially toll road or arterial road, particularly with regards to providing continuous on-the-job supervision and measurement of all the Contractor's activities, and possess Certificate of Expertise issued by an professional institution.

The tasks of Soils and Materials / Quality Engineer are the following:

- a) To provide daily supervision of Contractor's quality system and administration.
- b) To provide daily supervision of all testing work carried out by the Contractor for the purpose of materials or workmanship quality control, and immediately notify the Chief Supervising Engineer in writing of any deficiencies in the testing procedures used and any defects in materials or workmanship quality.
- c) To analyze all quality control test data, including earthworks, drainage, shoulders, sub-base, base, pavement, structure, and also the Contractor's proposed mix recipes for aggregate base course, asphalt material and concrete, and formulate and submit to the Chief Supervising Engineer written recommendation regarding the approval or rejection of materials, workmanship and mix formula.
- d) To supervise all quality control test including earthworks, aggregate base course, pavement, concrete test carried out by the Contractor, to ensure that the number of test and procedure taken is not less than the specified minimum requirement and is sufficient to enable a meaningful statistical evaluation of the works achieved.
- e) Check all materials delivered to the site to ensure that they conform to the specification.
- f) To submit to the Chief Supervising Engineer before the 25<sup>th</sup> day of each month a monthly summary of all quality control test results has

been done obtained during the previous month, for transmittal by the Supervising Engineer. The report contains all detailed laboratory and field measurements as well as summaries of the data.

- g) To make every effort to ensure that the Contractor's site Laboratory Technicians are fully conversant with the specified method of testing including those for concrete and asphalt mix design and trial mix testing, and that the standardized laboratory forms are used for recording the mix design data.
- h) To provide assistance to visiting staff from Local Government or their consultants in their works of collecting quality control, asphalt production and pavement performance data and with their on-site training of the site laboratory personnel in appropriate technology and the associated testing methodology.
- i) In the event that the work is being carried out to a standard below that specified or with materials below the specified quality, and the Contractor either refuses, or fails within a reasonable time, to make good the defective work, the Soils and Materials/Quality Engineer shall notify the Chief Supervising Engineer and the Team Leader in writing.

**6) Quantity Engineer/Document Specialist**

Quantity Engineer/Document Specialist should be a qualified Civil Engineer with a Graduate Degree in Civil Engineering from a recognized university and relevant minimum 8 years experience in engineering quantity surveying techniques and appropriate relevant experience in road construction in highway and bridges especially toll road or arterial road, and possess Certificate of Expertise issued by a professional institution.

The tasks of Quantity Engineer/Document Specialist are the following:

- a) Responsible for setting of the works including temporary work, measuring all quantities, keeping records of all measurements and quantity calculation.
- b) To assist the Chief Supervising Engineer in preparing the payment certificate and also report to him the progress of the works.
- c) Responsible for and monitor the Contractor's quantity surveyor activities.
- d) To check all quantity materials delivered to the site to ensure that they confirm to the requirements of the contract documents.

- e) To provide close supervision of the setting up the Contractor's stone crushers and asphalt mixing plant to ensure that the quality requirements for such equipment are fully met.
- f) To submit to the Chief Supervising Engineer before the 25<sup>th</sup> day of each month a monthly summary of all quantity material, work progress obtained during the previous month, for transmittal by the Chief Supervising Engineer to the Team Leader office to and reporting to Project Manager. This summary will contain all the detailed field measurement as well as summaries of the reduced data.
- g) To plot the Contractor's daily work progress on approved Progress Schedule.
- h) At all times follow the technical guidance and seek the advice of the Chief Supervising Engineer with regard to the execution of his duties.
- i) To prepare detailed and quantified recommendations for any proposed contract variation, which involve major/minor changes in the design or in the specifications
- j) To prepare detailed and quantified recommendation for any additional designs, which are required during the course of construction
- k) Continuously supervise in person, and record and check, all measurement quantity calculation and payment certificates to ensure that the Contractor is paid strictly in accordance with the requirements of the Contract Document.
- l) To keep a daily summary of the construction activities, weather, deliveries of materials, the changing size and nature of the work force, equipment on site, quantity of work completed, field measurements, special event, etc. using standard report form which are to be submitted to Chief Supervising Engineer at the end of each day work.
- m) To maintain files of project correspondence, progress charts, measurement, etc.
- n) To assist the Chief Supervising Engineer in taking final measurement of fully completed segments of work.

**c. Core Team Support Staff**

1. Office Manager
2. Bilingual Secretary
3. Geodetic Surveyor
4. Cad Operator

5. Computer Operator
6. Office Boy
7. Security

**d. Field Team Sub Professional**

1. Earthwork and Pavement Inspector
2. Structure Inspector
3. Plant Inspector
4. Laboratory Technician
5. Field Laboratory Technician
6. Quantity Surveyor
7. Geodetic Surveyor

**e. Field Team Support Staff**

1. Secretary
2. CAD Operator
3. Computer Operator
4. Office Boy
5. Security

- f. Counterpart is a local personnel to assist the engineers, the counterpart is part of the field organisation of the engineer

**3. Minimum Person-Month of Consulting Services**

No.	Personnel	Qty.	Minimum Months	Total
<b>A.</b>	<b>Core Team Professional</b>			
1.	Team Leader	1	27	27
2.	Quality Assurance Visiting Specialist	1	6	6
3.	Geodetic Engineer	1	3	3
4.	Environmental Engineer	1	24	24
<b>B.</b>	<b>Field Team Professional</b>			
1.	Chief Supervising Engineer	1	24	24

2.	Highway Engineer	1	24	24
3.	Structural Engineer	1	24	24
4.	Chief Inspector	2	24	48
5.	Soils and Materials/ Quality Engineer	1	24	24
6.	Quantity Engineer/Document Specialist	1	24	24
<b>C.</b>	<b>Field Team Sub Professional</b>			
1.	Earthwork and Pavement Inspector	5	24	120
2.	Structure Inspector	5	24	120
3.	Plant Inspector	2	24	48
4.	Laboratory Technician	2	24	48
5.	Field Laboratory Technician	3	24	72
6.	Quantity Surveyor	2	24	48
7.	Geodetic Surveyor	2	24	48
<b>D.</b>	<b>Core Team Support Staff</b>			
1.	Office Manager	1	27	27
2.	Bilingual Secretary	1	27	27
3.	Geodetic Surveyor	2	3	6
4.	Cad Operator	1	27	27
5.	Computer Operator	1	27	27
6.	Office Boy	1	27	27
7.	Security	1	27	27
<b>E.</b>	<b>Field Team Support Staff</b>			
1.	Secretary	1	24	24
2.	CAD Operator	2	24	48
3.	Computer Operator	2	24	48
4.	Office Boy	1	24	24
5.	Security	2	24	48

<b>F</b>	<b>Counterpart Engineers</b>			
<b>1.</b>	Senior Engineers	3	24	72
<b>2.</b>	Junior Engineers	5	24	120
	<b>TOTAL</b>			<b>1284</b>

#### **4. Facilities Provided by the Government of Timor-Leste**

The Government will provide the following:

- a. Office accommodation and vehicles to be provided to the Consultant free-of-charge through the construction contractor, as follows:
  - Site Office building furnished space area building 200 sq.m. complete with sanitation, air condition, electricity, wifi LAN, water supply, and toilets;
  - Vehicle including maintenance and operation: eight (8) units Ford Ranger 4-wheel drive or equivalent with air condition, brand new and sixteen (16) units motorbike Honda GL or equivalent.
- b. Counterpart staff according to availability for assistance with surveys and progress monitoring
- c. Assistance and advice on the processing of visas and work permits for Consultant staff as requested.

#### **5. Facilities Provided by the Construction Supervision Consultant & Counterpart**

The Construction Supervision Consultant will provide the following:

- a. Office accommodation in Dili and all furnishings and office equipment
- b. All survey equipment as required
- c. Computing, drafting and mapping equipment and software
- d. Transport to and from site surveys and for other local transport in Timor-Leste
- e. Travel costs to and from Timor-Leste



## **IX. WORK PROGRAM**

1. The Construction Supervision Consultant should arrange work program minimum covers:
  - a. Work Schedule in detail
  - b. Manning Schedule
  - c. Allocation of experts completely with their discipline and expertise.
  - d. Concept of technical construction supervision work.
  
2. The work program should get approval from the Owner after presentation by the Construction Supervision Consultant and get input from the Owner.

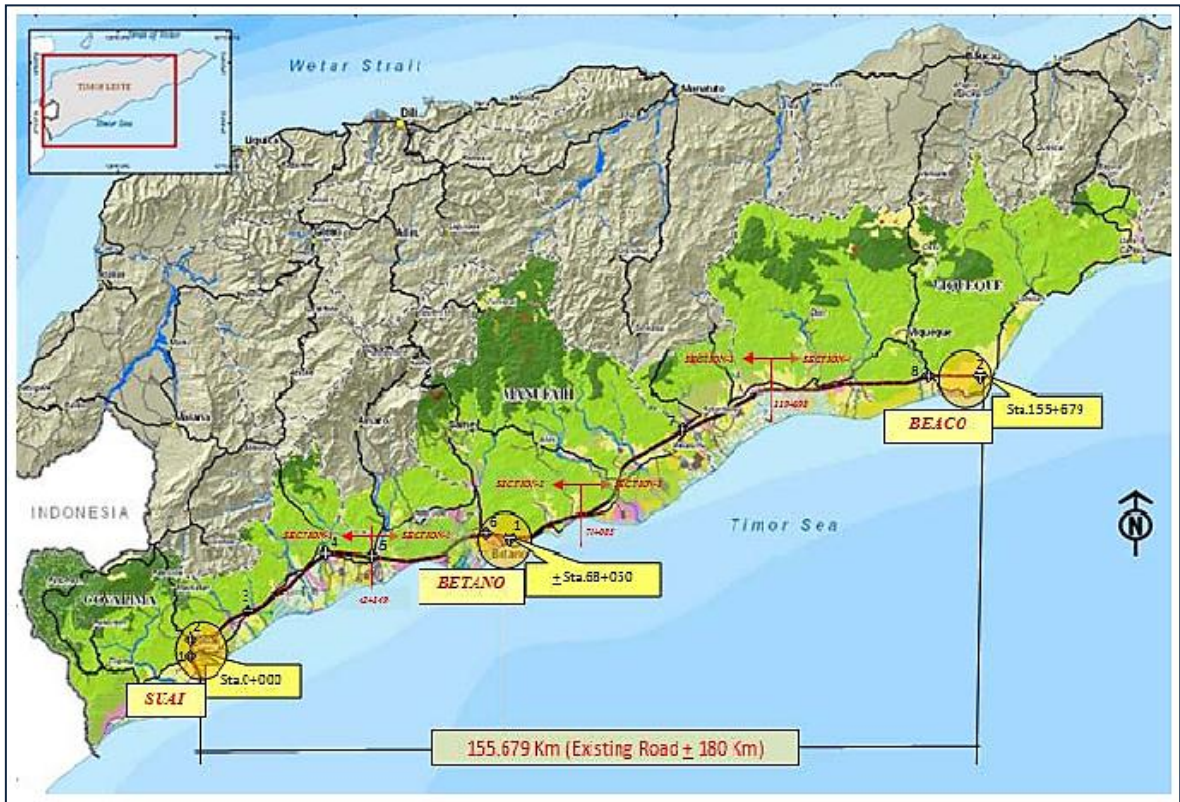
### **ATTACHEMENT:**

Attachment 1: Project Location Map

Attachment 2: Drawings

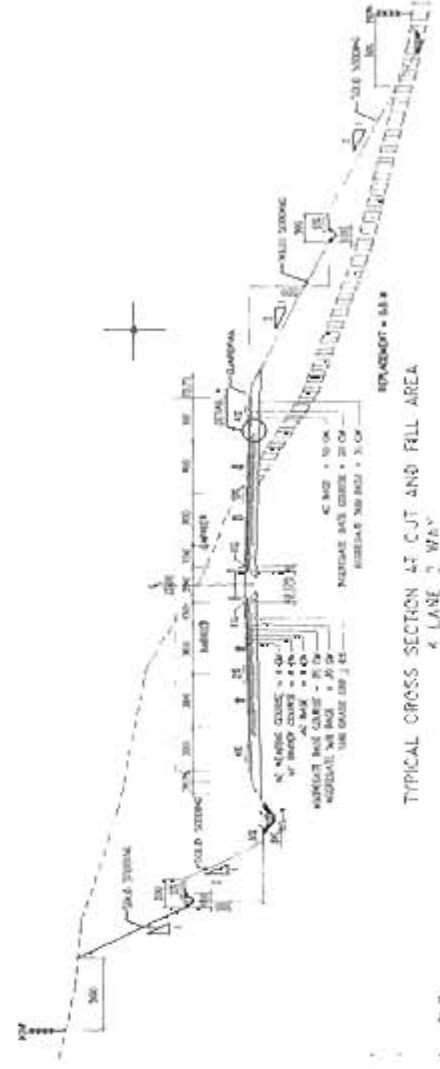
Attachment 3: Suggested Consultant Organization Structure

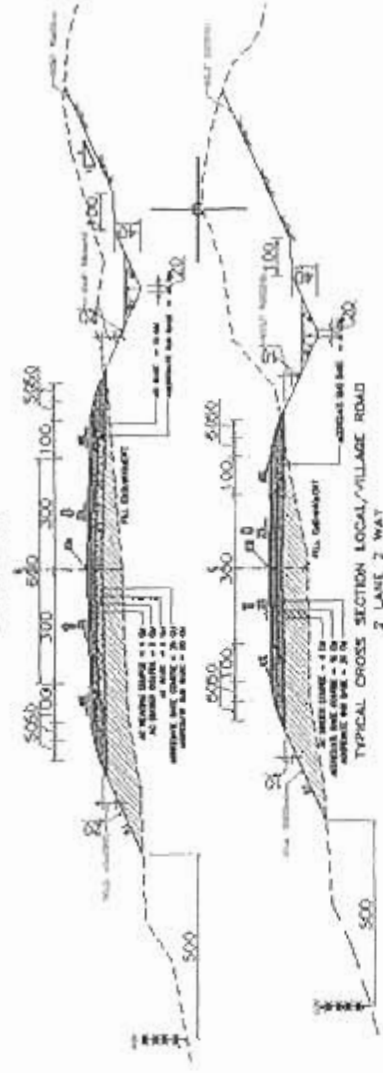
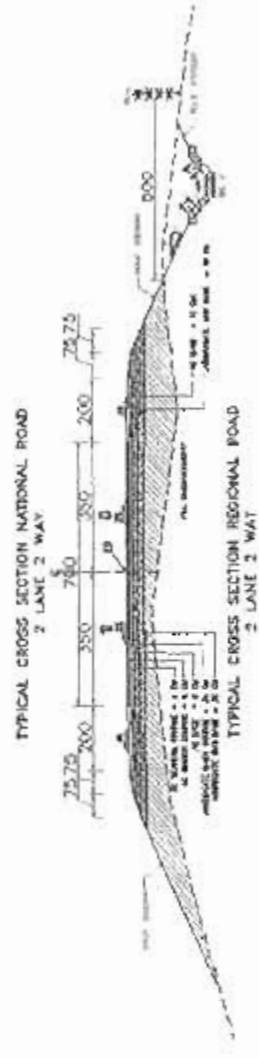
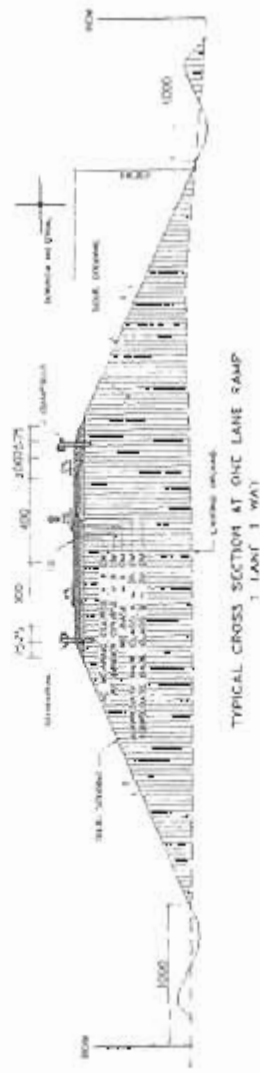
**Project Location Map.**



No	Description	Unit
	Design Speed,	
1.	Flat area	km/hour 100
	Mountainy	60
2.	Traveling time from Suai to Beaco	hour < 2.00
3.	Road wide, two direction	
	a. Carriage way	m 2 x 7.20
	b. Inner shoulder	m 2 x 1.50
	c. Outer shoulder	m 2 x 3.00
	d. Median with concrete barrier	m 2 x 2.50
	e. Median (include inner shoulder)	m 1 x 5.50
	f. Minimum Vertical Clearance	m 5.10
4.	Right Of Way (ROW) wide, two direction	
	a. Highway, depend high of cut and fill	m > 30
	b. Pipe line and Utilities	m 2 x 30
	a. Integrated ROW minimum	m 90
5.	Service area/Rest Area Type A, 600x400 m	
	Left Side	STA. 47+000
	Left Side	STA. 98+000
	Right Side	STA. 47+000
	Right Side	STA. 98+000
6.	Road Crossing, Interchange or Intersection	level 2
7.	Bridge specification: each bridge	
	a. Deck wide	m 11.70
	b. Vehicle axle load	Ton 10.00
	c. Maximum span (single or multi span)	m 50.00
	d. Design live	Year 100.00
	e. Concrete Material	
	Foundation, bore pile Ø1.20 m, length	m > 12.00
	File cap, Pier coulomb, Abutment	MPa 22
	Pier head	MPa 29
	Prestressed segmented I Girder	MPa 42
	Deck	Mpa 29

Typical Cross-Section:



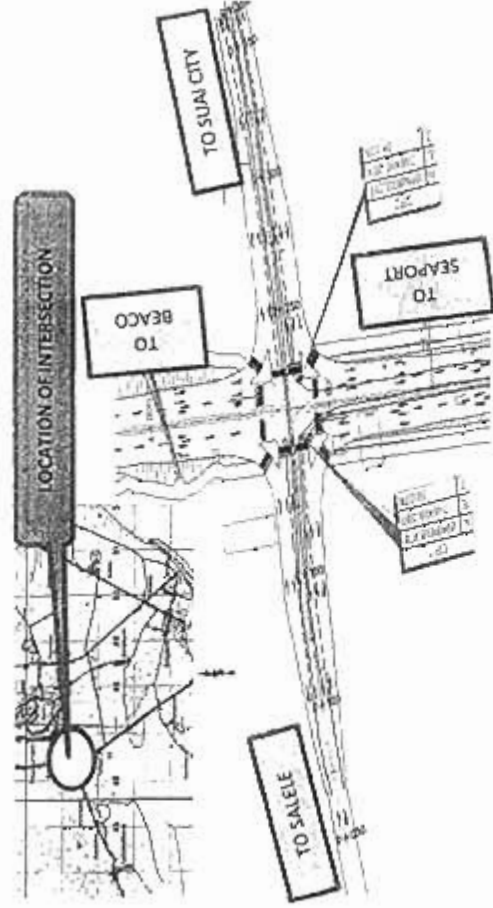


including:

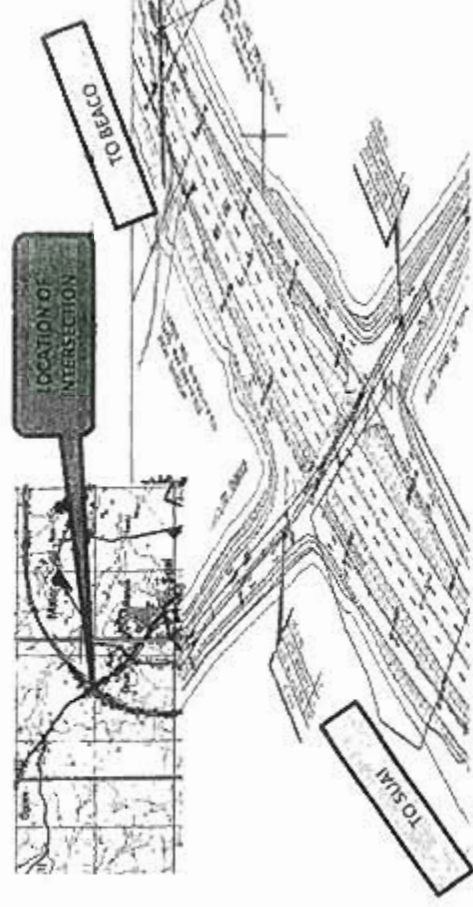
- o Intersection and interchange of diamond and/or trumpet type as follows:

No	Name of Intersection/Interchange	Station
1.	Beginning of Mainroad, to Salele-Suai	STA. 3+920
2.	Intersection National Road, Ogues-Suai	STA. 6+396
3.	Intersection National Road, Beco Village	STA. 17+150
4.	Intersection National Road, Fatukai	STA. 34+255

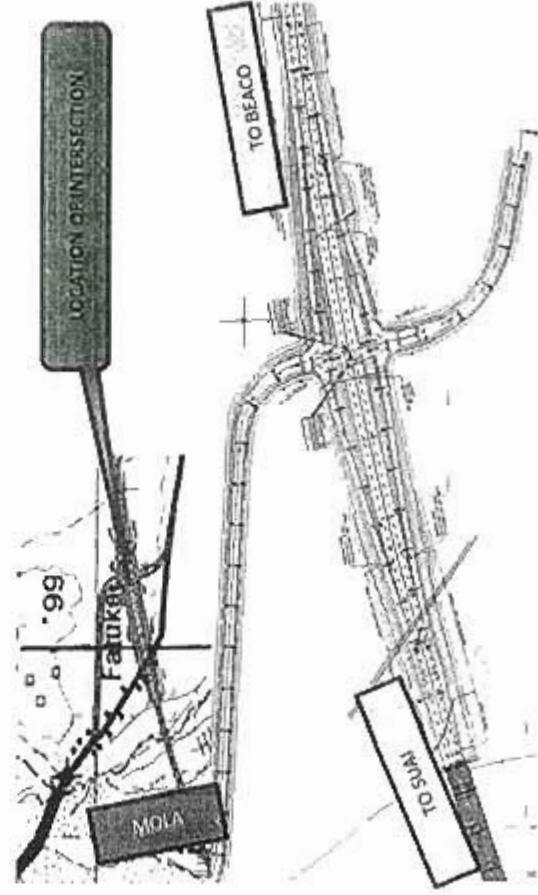
Intersection Type-1 (Sta. 3+920)



Intersection Type-2 (Sta. 6+400)



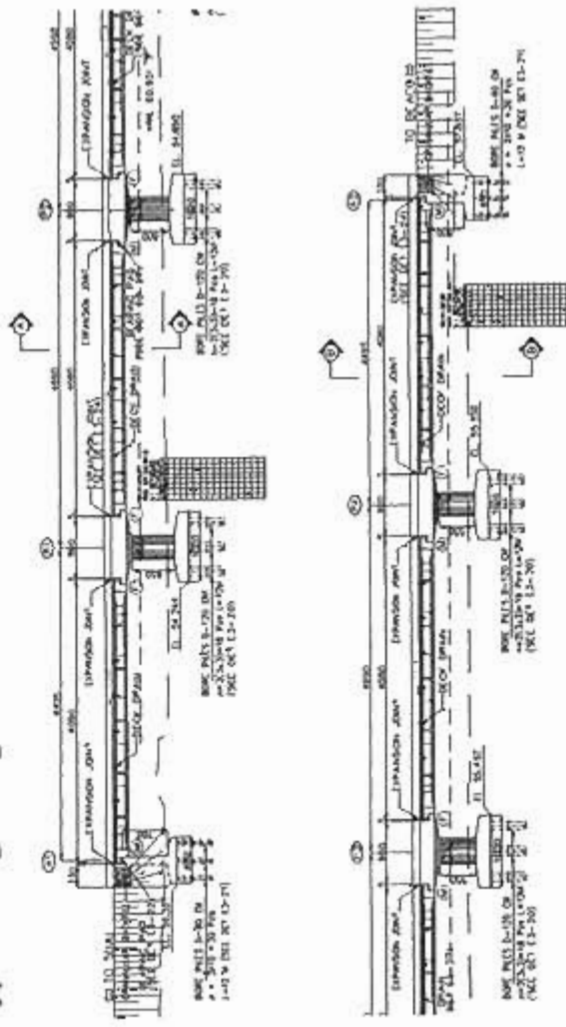
Intersection Type-3 (Sta. 34+300)



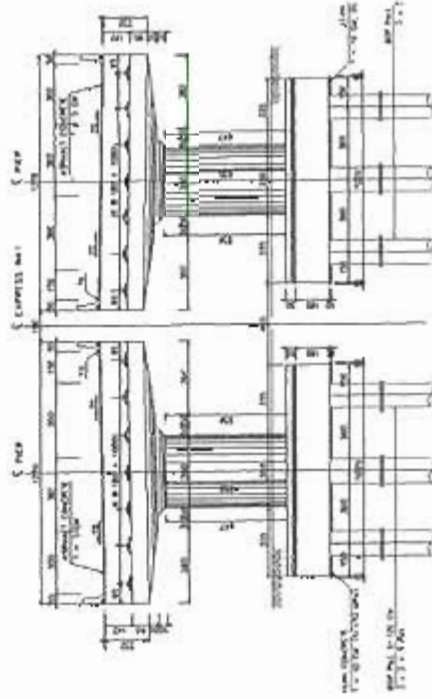
- o Bridges with precast pre-stress concrete material typical, single span and multi span at the positioning as follows:

No	River Name	Station	Length (m)
1.	Karoulun River	6+860	100
2.	Nabuk River	11+075	40
3.	Raiketan River	14+285	240
4.	Zolai River	16+079	100
5.	Haimanu/Faura River	19+125	100
6.	Lumea River	28+194	220
7.	Bunetel River	29+097	25
8.	Mola River	33+308	860

Type-1 Bridge: Long Section

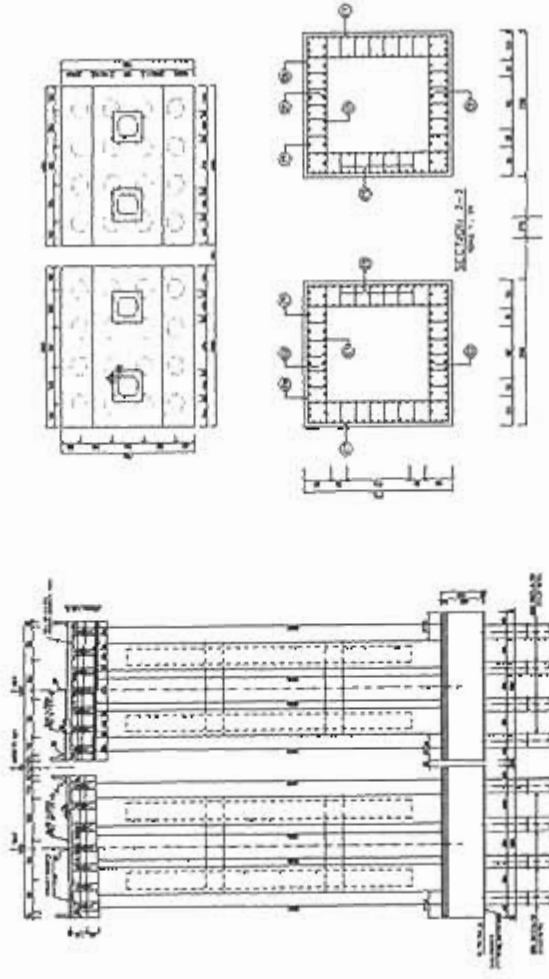


Type-1 Bridge: Cross Section

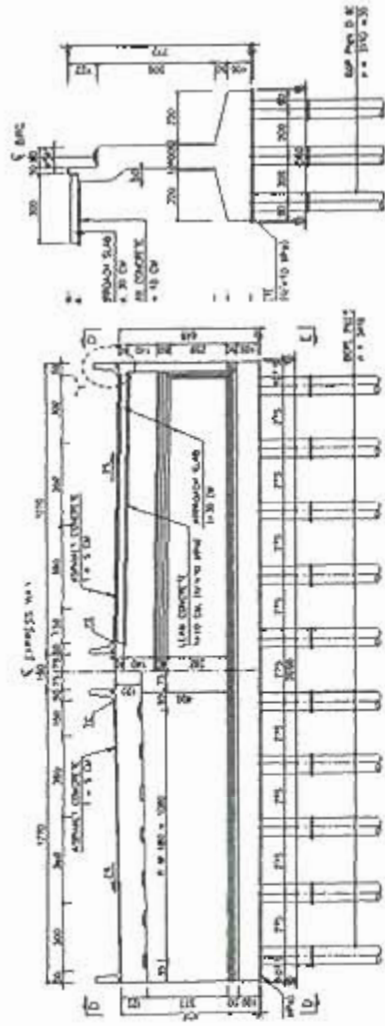




Type-3 Bridge: Cross Section



Front View and Sectional of Abutment



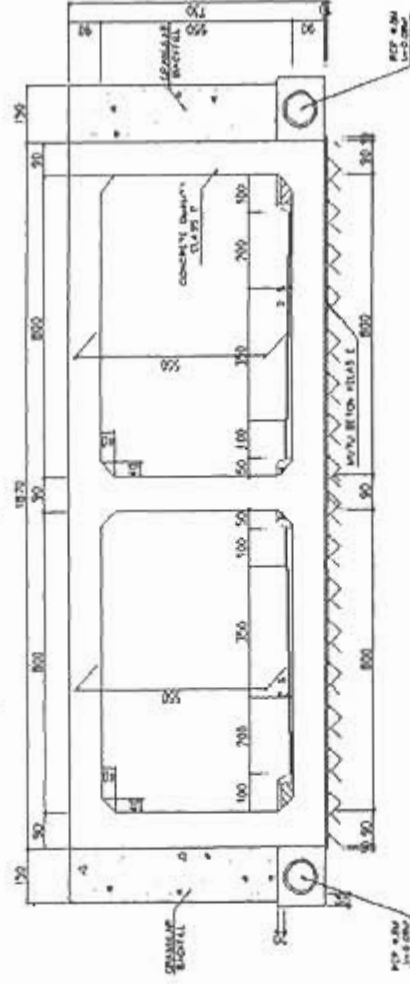
o Traffic/Underpass Box Culvert at positioning and dimension as follows:

No	Underpass	Station	Dimension (m) N x W x H
1.	National Road	6+396	2x8x5.50
2.	Regional Road	14+006	1x10x5.50
3.	Local Road	16+250	1x6.5x5
4.	National Road	17+151	2x8x5.50
5.	Local Road	18+499	1x6.50x5
6.	Local Road	19+304	1x6.5x5
7.	Local Road	20+236	1x6.5x5
8.	Local Road	22+671	1x6.5x5
9.	Local Road	23+091	1x6.5x5
10.	Regional Road	25+353	1x10x5.50
11.	Regional Road	29+399	1x10x5.50
12.	National Road	34+265	2x8x5.50

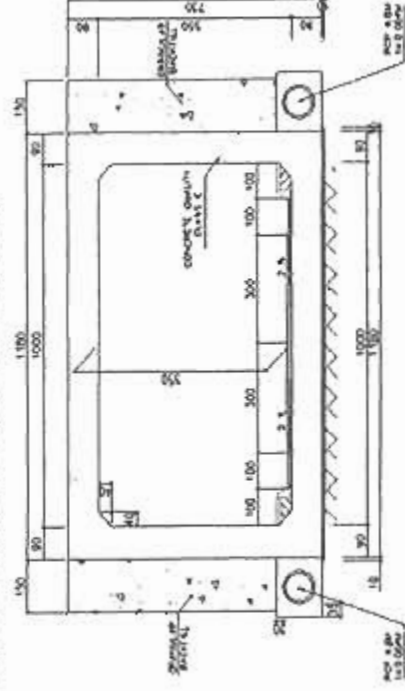


Type Culvert/Underpass:

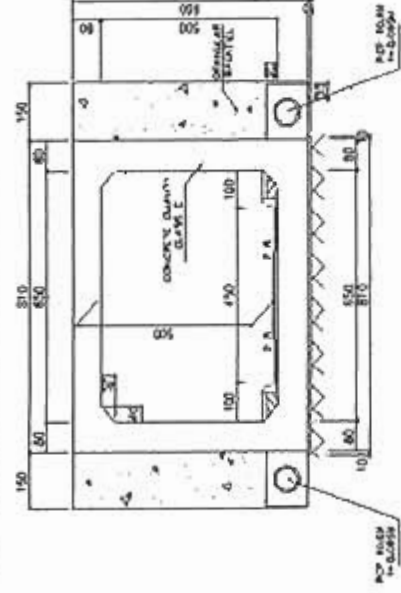
National Road : 2 x (8.00mx5.50m)



Regional Road : 1 x (10.00mx5.50m)

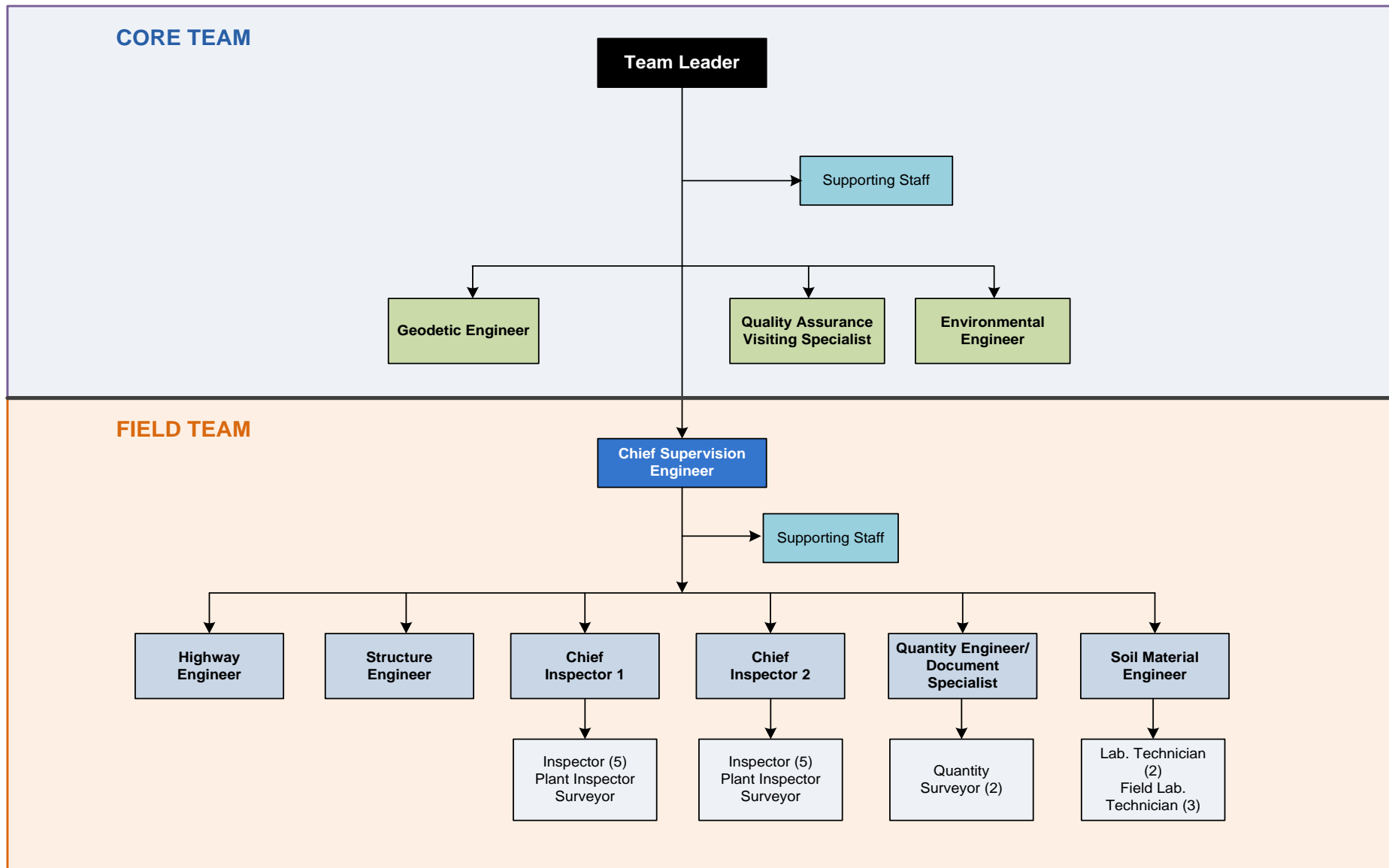


Local Road : 1 x (6.50mx5.00m)



- Assistant of Procurement for Construction Contractor.
- Detail design review and verification of all the detail drawing/shop drawing done by the Contractor.

### 5.6.1. Consultant Organization Structure



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

**S T A N D A R D F O R M O F C O N T R A C T**

**Consultants' Services**

Time-Based

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## 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 the Employer
  - Appendix G: Form of Advance Payments Guarantee

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.
- 1.9 Authorized Representatives** 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.
- 1.10 Taxes and Duties** 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.
- 1.11 Fraud and Corruption** 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).
- 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.
- 1.11.1 Definitions** For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:
- (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;
  - (ii) "fraudulent practice"<sup>11</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;
  - (iii) "collusive practice"<sup>12</sup> is an arrangement between two or more parties

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<sup>11</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.

designed to achieve an improper purpose, including to influence improperly the actions of another party;

- (iv) “coercive practice”<sup>13</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;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence 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.

<sup>12</sup> “Parties” refers to participants in the selection process (including public officials) attempting to establish proposal prices at artificial, non-competitive levels.

<sup>13</sup> A “party” refers to a participant in the selection process or contract execution.

- 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** (a) A Party affected by an event of Force Majeure shall continue to perform its

**Taken**

- 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.

**3.2.2 Consultant and Affiliates Not to Engage in Certain Activities**

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.

- 3.2.3 Prohibition of Conflicting Activities** 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.
- 3.3 Confidentiality** 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.
- 3.4 Liability of the Consultant** Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be provided by the Applicable Law.
- 3.5 Insurance to be Taken out by the Consultant** 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.
- 3.6 Accounting, Inspection and Auditing**
- 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.
- 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, 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**
- Equipment, vehicles and materials made available to the Consultant by

**Materials Furnished by the Employer**

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; Ceiling Amount**

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix D. An estimate of the cost of the Services payable in local currency is set forth in Appendix E.
- (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 and in local currency specified in the SC.
- (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.

**6.2 Remuneration and Reimbursable Expenses**

- (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.
- (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).
- (c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).
- (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.
- (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.
- (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).

**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>

<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>Twenty seven (27) months</b>
<b>3.4</b>	<p>Limitation of the Consultants' Liability towards the Employer</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds by <i>three</i> times the total value of the Contract.</p> <p>(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services."</p>
<b>3.5</b>	<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</p>



	in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
<b>3.7 (c)</b>	The other actions are: Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written 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 in foreign currency or currencies 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
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the Secretary General of the Permanent Court of Arbitration, The Hague.</i></p>
	<p>(c) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[the Secretary General of the Permanent Court of Arbitration, The Hague]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be</p>

	<p>conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<b>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties]</b> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<b>Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties];</b> or</p> <p>(b) the country in which the Consultant's [or any of their Members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any Members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <b>Singapore</b>.</p> <p>(b) the <b>English</b> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

**MODEL FORM I**

See Note to Form on Clause SC 6.2(b)(ii)

**Breakdown of Agreed Fixed Rates in Consultant’s Contract**

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and away from headquarters allowances (if applicable) indicated below:

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Fee <sup>2</sup>	Away from Headquarters Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Field									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Title: \_\_\_\_\_

## 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 output of construction supervision activities resulted by the Construction Supervision Consultant is a product of report that is presented in a systematic and good format as follows:

### **18. Inception Report**

The stage of construction supervision concept consists of as follows:

- c. Concept of construction supervision works covering the number and qualification of team members and its responsibilities and methodology of implementation.
- d. Scope of services, report of existing site data and information, and other purposes needed.

The Inception Report will be submitted within one month of mobilisation of the Construction Supervision Consultant in 6 hard copies and 6 electronic copies of CDs and/or other agreed form of electronic copies.

Comments on the Inception Report will be prepared and discussed between the Construction Supervision Consultant and the Project Manager together with the PSC and an agreed technical construction supervision concept will be approved by the Owner during the first 4 weeks of the assignment enabling the Construction Supervision Consultant to continue his work with minimal delay.

### **19. Daily Record**

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

### **20. Daily Report**

The Daily Report contains information indicating the Construction Supervision Consultant discussions with the Contractor regarding the following:

- a. Labours working in the site.
- b. Materials dropped in the site, accepted and or rejected.
- c. Equipment to be used for construction.
- d. Physical progress of construction works that are being implemented by the Contractor.
- e. Time for implementing the construction work.

**21. Weekly Report**

Weekly Report contains the resume of Daily Report.

**22. Monthly Report**

Monthly Report based on the input of regular Site Meetings, Daily Record, Weekly Report, and Monthly Report of construction works provided by the Contractor. A monthly progress report should be brief and concise describing all activities and progress in the previous month. Problems encountered or problems anticipated shall be clearly stated, together with steps taken or recommendations for their correction. It will also indicate the works to be performed during the coming month.

These documents should be submitted in 6 hard copies and 6 electronic copies of CDs and/or other agreed form of electronic copies.

**23. Time Schedule**

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

**24. Construction Progress Reports**

Construction Progress Reports will be prepared monthly by the Construction Supervision Consultant and will be necessary to support the payment of invoices submitted by the Contractor to the Government of Timor-Leste.

**25. Shop Drawings**

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

**26. Document of Design Changes**

Documentation containing construction phase design changes, additions or reduction of works will be provided by the Construction Supervision Consultant to the Project Manager. In particular, the Construction Supervision 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.

**27. 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.

**28. Document of Extra Claims**

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

**29. Minutes of Site Meeting**

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

**30. Photographs**

Photographs shall show the sequence of construction progress.

**31. As-built Drawings**

As-built Drawing of the construction works.

**32. Manuals**

Manuals of equipment prepared by the Contractor

**33. Record of Commissioning**

Record of equipment/structures commissioning

**34. Construction Supervision Completion Report**

The Construction Supervision Completion Report will include the following:

- I. Daily Report
- m. Document of Design Changes
- n. Document of Quality Control
- o. Document of Extra Claims
- p. Minutes of Site Meetings
- q. Photographs
- r. As-built Drawings
- s. Defect Liability Certificate (DLC)
- t. Approval of Contractor's Final Account
- u. Manual
- v. Record of Commissioning

These documents should be submitted in 6 hard copies and 6 electronic copies of CDs and/or other agreed form of electronic copies.



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

**Note:** List under:

- C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in the Government's country, and staff-months for each.*
- C-2 *Same information as C-1 for Key local Personnel.*
- C-3 *Same as C-1 for Key Personnel to be assigned to work outside the Government's country.*
- C-4 *List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 through C-3.*

*List here the hours of work for Key Personnel; travel time to and from the country of the Government for Foreign Personnel (Clause GC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.*

Hours of work: The Consultant will follow working hours of the Employer and as required for effective supervision of the construction under the scope of the work.

One day travel time to and from the country of the Government for Foreign Personnel.

No overtime

No sick leave

One and half day paid vacation leave per month

## APPENDIX D - COST ESTIMATES

1. (a) *Monthly rates for Key Personnel and other Personnel*
2. *Reimbursable expenses (items that are not applicable should be deleted; others may be added):*
  - (a) *Per diem allowances for each of the Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the Employer's country.*
  - (b) *Air transport for Personnel:*
    - (i) *the cost of international transportation of the Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;*
    - (ii) *for any Personnel spending twenty-four (24) consecutive months or more in the Employer's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Employer's country. Such Personnel will be entitled to such extra round trip only if upon their return to the Employer's country, such Personnel are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.*
  - (c) *Air transport for dependents: the cost of transportation to and from the Employer's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the Foreign Personnel assigned to resident duty in the Employer's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Employer's country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the Foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.*
  - (d) *Miscellaneous travel expenses*
    - (i) *for the air travel of each of the Foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight;*
    - (ii) *the fixed unit price per round trip for miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc.*
  - (e) *International communications: the cost of communications (other than those arising in the Employer's country) reasonably required by the Consultant for the purposes of the Services.*
  - (f) *The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.*
  - (g) *The cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services, to be imported by the Consultants and to be paid for by the Employer (including transportation to the Employer's country).*
  - (h) *The cost of transport of personal effects.*
  - (i) *The rate for the programming and use of, and communication between, the computers for the purpose of the Services.*

- (j) *The cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Employer.*
- (k) *The foreign currency cost of any subcontract required for the Services and approved in writing by the Employer.*
- (l) *The cost of training of the Employer's personnel outside the Employer's country, if training is a major component of the assignment, specified as such in the TOR.*
- (m) *The cost of such further items not covered in the foregoing but which may be required by the Consultants for the purpose of the Services, subject to the prior authorization in writing by the Employer.*

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

Not Used

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

The Employer will provide the following inputs and facilities:

- a. Office accommodation and vehicles to be provided to the Consultant free-of-charge through the construction contractor, as follows:
  - Site Office building furnished space area building 200 sq.m. complete with sanitation, air condition, electricity, wifi LAN, water supply, and toilets;
  - Vehicle including maintenance and operation: eight (8) units Ford Ranger 4-wheel drive or equivalent with air condition, brand new and sixteen (16) units motorbike Honda GL or equivalent.
- b. Counterpart staff according to availability for assistance with surveys and progress monitoring
- c. 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."