



**REHABILITATION ROAD FOHORUA-LEOGORE (MAUCATAR)  
STA.0+000-STA.7+000 (7KM), COVALIMA MUNICIPALITY**

**Tender/170/MOP-2024**

**ADDENDUM NO. 1**

**Date: 23 January 2025**

This Addendum No.1 is issued to amend following items in the Bidding Documents in accordance with ITB 8.1 of the Bidding Documents (Section 1).

Item	Section/Clause/Page No. of Bidding Documents	As is the Original Bidding Documents	As amended in the Addendum No. 1
1.	<b>Section 3: Evaluation and Qualification Criteria</b>  Technical Bids Evaluation - second phase  Page 42	<b><u>Average Annual Construction Turnover</u></b> Minimum average annual construction turnover of <b>USD5,000,000.00</b> calculated as total certified payments received for contracts in progress or completed, within the last three (3) years (2021, 2022 and 2023).	<b><u>Average Annual Construction Turnover</u></b> Minimum average annual construction turnover of <b>USD5,000,000.00</b> calculated as total certified payments received for contracts in progress or completed, within the <b>last five (5) years (2019, 2020, 2021, 2022 and 2023)</b> .
2.	- Section:7 <b>General Conditions of Contract</b>  - Table of Clauses  - Page No. 88	The Table of Clauses	The Table of Clauses issued in Bidding Document is deleted and replaced with the revised Table of Clauses attached as <b>Appendix-1</b> .

Item	Section/Clause/Page No. of Bidding Documents	As is the Original Bidding Documents	As amended in the Addendum No. 1				
3.	<p>- Section:7 <b>General Conditions of Contract</b></p> <p>- B. staff and Labor <b>32.1</b></p> <p>- Page No. <b>99</b></p>	<p>The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. <b>Children below the age of 18 years</b> shall not be employed in dangerous work.</p>	<p>The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. <b>Children below the age of 17 years</b> shall not be employed in dangerous work.</p>				
4.	<p><b>Section:8 Particular Conditions of Contract</b></p> <p>- GCC 55.1</p> <p>- Page No. <b>121</b></p>	<table border="1"> <tr> <td data-bbox="320 786 405 1559">GCC 55.1</td> <td data-bbox="405 786 871 1559"> <p>Percentage of Retention as a Quality guarantee.</p> <p>The percentage of retention is 5% of Accepted Contract Amount.</p> <p>The percentage of retention is 10% of Accepted Contract Amount if the award falls on a bid that contains an abnormally low price.</p> <p>Quality collateral preferably takes the form of withholding the price, and may also take the form of a bank guarantee, which must be autonomous, irrevocable and upon first request, or a cash deposit. The term of validity of the quality guarantee is of one year from the end of the period for performing security.</p> <p>Limit of Retention Money (as a percentage of Accepted Contract Amount) is 5%.</p> </td> </tr> </table>	GCC 55.1	<p>Percentage of Retention as a Quality guarantee.</p> <p>The percentage of retention is 5% of Accepted Contract Amount.</p> <p>The percentage of retention is 10% of Accepted Contract Amount if the award falls on a bid that contains an abnormally low price.</p> <p>Quality collateral preferably takes the form of withholding the price, and may also take the form of a bank guarantee, which must be autonomous, irrevocable and upon first request, or a cash deposit. The term of validity of the quality guarantee is of one year from the end of the period for performing security.</p> <p>Limit of Retention Money (as a percentage of Accepted Contract Amount) is 5%.</p>	<table border="1"> <tr> <td data-bbox="914 786 999 1715">GCC 55.1</td> <td data-bbox="999 786 1437 1715"> <p>Percentage of Retention as a Quality guarantee.</p> <p>The percentage of retention is 5% of Accepted Contract Amount.</p> <p>The percentage of retention is 10% of Accepted Contract Amount if the award falls on a bid that contains an abnormally low price.</p> <p><b>Limit of Retention Money (as a percentage of Accepted Contract Amount) is 5% or 10% of Accepted Contract Amount if the award falls on a bid that contains an abnormally low price.</b></p> <p>Quality collateral preferably takes the form of withholding the price, and may also take the form of a bank guarantee, which must be autonomous, irrevocable and upon first request, or a cash deposit. The term of validity of the quality guarantee is of one year from the end of the period for performing security. <b>If it does not take the form of withholding the price, the guarantee must be presented by the contractor at least 30 days before the end of the period for performing the services and/or the duration of the contract.</b></p> </td> </tr> </table>	GCC 55.1	<p>Percentage of Retention as a Quality guarantee.</p> <p>The percentage of retention is 5% of Accepted Contract Amount.</p> <p>The percentage of retention is 10% of Accepted Contract Amount if the award falls on a bid that contains an abnormally low price.</p> <p><b>Limit of Retention Money (as a percentage of Accepted Contract Amount) is 5% or 10% of Accepted Contract Amount if the award falls on a bid that contains an abnormally low price.</b></p> <p>Quality collateral preferably takes the form of withholding the price, and may also take the form of a bank guarantee, which must be autonomous, irrevocable and upon first request, or a cash deposit. The term of validity of the quality guarantee is of one year from the end of the period for performing security. <b>If it does not take the form of withholding the price, the guarantee must be presented by the contractor at least 30 days before the end of the period for performing the services and/or the duration of the contract.</b></p>
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**Hermingardo Albano Soares**

Executive Director, National Procurement Commission (NPC)

**Appendix I**  
**Section 7: General Conditions of Contract**

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INVITATION FOR BIDS	ANÚNCIO DE CONCURSO
<b>TENDER/170/MOP-2024 Date: 19 December 2024</b>	<b>TENDER/170/MOP-2024 Data: 19 de Dezembro de 2024</b>
<p>1. In accordance with paragraph a) (1) article 43.<sup>o</sup>, article 44.<sup>o</sup>, (2) article 73.<sup>o</sup> from de Decreto-Law no. 22/2022, May 11th, amended by the Decree-Law no. 14/2023, April 12<sup>o</sup> the National Procurement Commission (NPC), as instructed by the Employer – Ministry of Public Works (MPW) - is inviting interested eligible international and national companies to submit bids for the:</p> <p><b>Rehabilitation of Road Fohorua to Leogore (Maucatar) Sta. 0+000 – 7+000 (7KM), in Covalima Municipality.</b></p> <p>2. The project is located in Fohorua, Suco Oguas – Leogore, Suco Holpilat Maucatar, Covalima Municipality.</p> <p>3. The bidding shall be conducted with <b>Single Stage-Two Envelopes Procedure</b>, wherein the Technical Bid and Price Bid shall be submitted together in separately sealed envelopes.</p> <p>4. Participation in this bidding process is open to all interested international and national bidders. The attention of interested bidders is drawn to the key qualification and award criteria detailed in the Bidding Document, which include:</p> <p><b>a. Historical Financial Performance</b> Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the <b>last three (3) years</b> to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.</p> <p><b>b. Average Annual Construction Turnover For Single Entities/Joint Ventures</b> Minimum average annual construction turnover of <b>US\$5,000,000.00</b> calculated as total certified payments received for contracts in progress or completed, within the <b>last three (3) years</b>. In case of JV, all Partners Combined must meet the requirement, one Partner must meet the <b>40%</b> of the Requirement and each Partner must meet the <b>25%</b> of the Requirement.</p> <p><b>c. Financial Resources For Single Entities/Joint Ventures</b> The Bidder must demonstrate access to financial resources defined in FIN-3, less its financial obligations for its current contract commitments defined in FIN-4, meet or exceed the total requirement for the Subject Contract of <b>US\$600,000.00</b>. In case of JV, all Partners Combined must meet the requirement, one Partner must meet the <b>40%</b> of the</p>	<p>1. Nos termos da alínea a) do n.º 1 do artigo 43.<sup>o</sup>, artigo 44.<sup>o</sup>, n.º 2 do artigo 73.<sup>o</sup> do Decreto-Lei n.º 22/2022 de 11 de Maio, alterado pelo Decreto-Lei n.º 14/2023, de 12 de Abril a Comissão Nacional de Aquisição (CNA), conforme instruída pela Entidade Adjudicante – Ministério das Obras Públicas (MOP) - convida empresas internacionais e nacionais elegíveis a apresentarem proposta para:</p> <p><b>Reabilitação Rodoviária do Troço Fohorua a Leogore (Maucatar) Seg. 0+000 - 7+000 (7KM), no Município de Covalima.</b></p> <p>2. O projeto está localizado em Fohorua, Suco Oguas – Leogore, Suco Holpilat Maucatar, Município de Covalima.</p> <p>3. O concurso será realizado sob <b>Fase Única - Procedimento de dois envelopes</b>, sendo que as propostas Técnicas e Financeiras deverão ser apresentadas juntamente mas em envelopes separados e selados.</p> <p>4. A participação neste processo de concurso está aberta a todos os candidatos internacionais e nacionais interessados. Chama-se atenção dos candidatos interessados para os principais critérios de qualificação detalhados no Caderno de Encargos, que incluem:</p> <p><b>a. Histórico Financeiro</b> Apresentação de demonstrações financeiras auditadas ou, caso não seja exigido pela lei do país do candidato, outras demonstrações financeiras aceitáveis para a Entidade Adjudicante referentes aos <b>últimos três (3) anos</b>, de forma a demonstrar a solidez atual da posição financeira do candidato. No mínimo, o património líquido do candidato do último ano, calculado como a diferença entre o total de ativos e o total de passivos, deverá ser positivo.</p> <p><b>b. Média Anual de Faturação Para Entidades Únicas/Consórcios</b> Média mínima anual de faturação de <b>US\$ 5,000,000.00</b> calculados como o total de pagamentos certificados recebidos para contratos em curso ou concluídos, nos <b>últimos três (3) anos</b>. Em caso de consórcio, todos os sócios em conjunto deverão preencher o requisito, [sendo que] um sócio deverá preencher <b>40%</b> do requisito e cada sócio deverá preencher <b>25%</b> do requisito.</p> <p><b>c. Recursos Financeiros Para Entidades Únicas/Consórcios</b> O candidato deverá demonstrar acesso aos recursos financeiros definidos no formulário FIN-3 menos as suas obrigações financeiras para os seus compromissos contratuais atuais definidos no formulário FIN-4, a fim de cumprir ou exceder o requisito total de <b>US\$ 600,000.00</b> para o Contrato em epígrafe. Em caso de consórcio, todos os sócios em conjunto deverão preencher o requisito, [sendo que] um sócio deverá preencher <b>40%</b> do requisito e cada sócio deverá preencher <b>25%</b> do requisito.</p> <p><b>d. Contratos semelhantes em dimensão e natureza</b></p>



<p>Requirement, each Partner must meet the 25% of the Requirement.</p> <p>d. <b>Contracts of Similar Size and Nature</b> Participation as a prime contractor or Joint Venture partner in at least two similar Contracts that have been successfully or substantially completed between 1<sup>st</sup> January 2017 and bid submission deadline and that are similar to the proposed works, where the value of the Bidder's participation under each contract equal to or exceeds US\$ 2,800,000.00. The similarity of the contracts shall be based on Section 6, Employer's Requirements and Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics.</p> <p>e. <b>Construction Experience in Key Activities</b> For the above and any other contracts [completed or substantially completed] as prime contractor or joint venture member between 1<sup>st</sup> January 2017 and Bid submission deadline, a minimum construction experience in the following key activities successfully completed in one contract:</p> <ul style="list-style-type: none"><li>• Rehabilitation of Roads with minimum Road length 7 KM with similar works and similar conditions.</li></ul> <p>In case of JV, One Partner must meet the requirement.</p> <p>5. The minimum passing score for bidder qualification is 75 points. The Bidder must submit all the qualification document as required in the Bidding Document.</p> <p>6. Interested bidders may inspect the Bidding Documents or obtain further information from: <b>National Procurement Commission (NPC)</b> Avenida De Balide, Díli, Timor-Leste Tel: +670 3331101 Email: <a href="mailto:ra@cna.gov.tl">ra@cna.gov.tl</a> CC: <a href="mailto:asa@cna.gov.tl">asa@cna.gov.tl</a>; <a href="mailto:nsa@cna.gov.tl">nsa@cna.gov.tl</a>; <a href="mailto:aba@cna.gov.tl">aba@cna.gov.tl</a>; <a href="mailto:tea@cna.gov.tl">tea@cna.gov.tl</a>; <a href="mailto:cmenezes@cna.gov.tl">cmenezes@cna.gov.tl</a></p> <p>7. The Bidding Document can be obtained free-of-charge by any interested companies by sending through email a letter to participate in the tender to the email addresses specified above. Upon receipt of letter of intent, the National Procurement Commission (NPC) will promptly send via email a PDF copy of the documents including Bid Submission Forms.</p> <p>8. A pre-bid meeting will be held at 10:00 hour's local time on 9 January 2025 at the same address specified above. Attending the Pre-bid meeting is mandatory. The bidder has the option to attend the pre-bid meeting physically or virtually through Zoom in date, time and place with the above with the access as follows. Meeting ID: 642 193 8789 Passcode: cna2021</p> <p>9. Bidders must enclose with their Technical Bid a Bid Security (in the form of Bank Guarantee) in the amount shown below:</p>	<p>Participação como Empreiteiro principal ou sócio de Consórcio em, pelo menos, dois (2) contratos semelhantes que tenham sido satisfatoriamente/substancialmente concluídos entre 1 de Janeiro de 2017 e o prazo de apresentação de propostas para o presente concurso e que sejam semelhantes às obras propostas, sendo o montante da participação do candidato em cada contrato igual ou superior a US\$ 2,800,000.00 A semelhança dos contratos basear-se-á na Secção 6, Requisitos do Contratante e Âmbito das Obras, onde se especificam os principais requisitos mínimos em termos de dimensão física, complexidade, método de construção, tecnologia e/ou outras características.</p> <p>e. <b>Experiência de construção em atividades principais</b> Para os contratos supracitados e quaisquer outros contratos [concluídos ou substancialmente concluídos], como empreiteiro principal ou sócio de consórcio entre 1 de Janeiro de 2017 e o prazo de apresentação de propostas para o presente concurso, deverá existir uma experiência mínima de construção nas seguintes atividades principais concluídas com sucesso:</p> <ul style="list-style-type: none"><li>• Reabilitação Rodoviária com um comprimento mínimo de 7 km de estrada, com obras e condições semelhantes.</li></ul> <p>Em caso de consórcio, um sócio deverá preencher o requisito.</p> <p>5. A pontuação mínima de passagem para a qualificação de cada candidato é de 75 pontos. O candidato deverá apresentar todos os documentos de qualificação conforme exigido pelo Caderno de Encargos.</p> <p>6. Os candidatos interessados poderão consultar o Caderno de Encargos do Concurso ou obter informações complementares com a: <b>Comissão Nacional de Aproveitamento (CNA)</b> Av. de Balide, Díli, Timor-Leste Tel: +670 3331101 Email: <a href="mailto:ra@cna.gov.tl">ra@cna.gov.tl</a> CC: <a href="mailto:asa@cna.gov.tl">asa@cna.gov.tl</a>; <a href="mailto:nsa@cna.gov.tl">nsa@cna.gov.tl</a>; <a href="mailto:aba@cna.gov.tl">aba@cna.gov.tl</a>; <a href="mailto:tea@cna.gov.tl">tea@cna.gov.tl</a>; <a href="mailto:cmenezes@cna.gov.tl">cmenezes@cna.gov.tl</a></p> <p>7. As empresas interessadas poderão obter, gratuitamente, o Caderno de Encargos mediante o envio – por email – de uma carta para participação no concurso, para os endereços de email acima especificados. Após a receção da referida carta, a Comissão Nacional de Aproveitamento (CNA) enviará imediatamente, através de email, cópias em PDF dos documentos solicitados (incluindo formulários para apresentação).</p> <p>8. Terá lugar uma conferência prévia pelas 10 horas (hora local), a 9 de Janeiro de 2025, no endereço supracitado. A participação na conferência prévia é obrigatória para os candidatos. Os candidatos terão a opção de participar na conferência prévia, física ou virtualmente, através de Zoom na data, hora e local acima referidos com seguinte acesso:  ID da reunião: 642 193 8789 Código de acesso: cna2021</p> <p>9. Os candidatos deverão anexar às suas Propostas Técnicas uma Garantia de Proposta (sob a forma de Garantia Bancária) no</p>
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<p>US\$ 37,000.00 (Thirty-Seven Thousand United States Dollar).</p> <p>10. The bid security shall be valid twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.</p> <p>11. The bid must be received in the Tender Box located at the same address specified above not later than 15:00 hour's local time on 4 February 2025.</p> <p>12. Technical Bids will be opened at the same address at 4 February 2025 at 15:00 hours Timor-Leste time and in the presence of Bidders representative who wish to attend. Technical Bids will be opened immediately after submission of bids.</p> <p>13. Any Bid or its modification received by the Employer after the deadline shall be declared late and rejected, and promptly returned unopened.</p> <p>14. The Maximum budget for the assignment: US\$ 3,714,020.49 (inclusive of Taxes and other expense and profit). The Bidder is responsible to pay all applicable taxes in accordance with the law and as per bidding document. <b>Note: The Employer may disqualify evaluated price bids exceeding maximum budget.</b></p> <p>15. The duration for construction is 18 months and Defect Notification Period is 12 months.</p> <p>16. Bidder shall provide justification in the price bid if abnormally low-price bid (if it doesn't reach 70% of the cost estimate).</p> <p>17. The Employer shall award the contract to the Bidder with the highest combined score evaluated in accordance with the procedure specified under Section 3 – Bid Evaluation Procedure, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p> <p>18. The winner of this tender will be required to submit a Performance Guarantee in the form of an unconditional and non-revocable bank guarantee. Bank Guarantee issued by an overseas bank shall have a corresponding bank in TL. Additionally, during contract implementation, the winner (awardee) will be subjected to a quality guarantee in the form of retention.</p> <p>19. Bidder shall be responsible for paying of all related taxes.</p> <p>20. The bid Validity is 180 days after the submission of the bid.</p>	<p>montante de: US\$ 37,000.00 (trinta e sete mil dólares norte-americanos).</p> <p>10. A garantia de proposta deverá ser válida até vinte e oito (28) dias após o período original de validade da proposta, ou após qualquer período de prorrogação, caso solicitado, nos termos da IAC 18.2.</p> <p>11. As propostas deverão ser recebidas na Caixa de Concurso localizada no mesmo endereço acima especificado, o mais tardar até às 15:00 horas (hora local) do dia 4 de Fevereiro de 2025.</p> <p>12. As Propostas Técnicas serão abertas no mesmo endereço acima descrito, a 4 de Fevereiro de 2025 às 15:00 horas locais de Timor-Leste e na presença dos representantes dos Concorrentes que desejarem assistir. As Propostas Técnicas serão imediatamente abertas após a sua apresentação.</p> <p>13. Quaisquer propostas ou respetivas alterações recebidas pelo Contratante após o prazo determinado, serão declaradas tardias e rejeitadas, sendo imediatamente devolvidas sem serem abertas.</p> <p>14. Orçamento máximo para a obra: US\$ 3,714,020.49 (incluindo impostos e outras despesas e encargos). O Concorrente será responsável pelo pagamento de todos os impostos aplicáveis nos termos da lei em vigor e de acordo com o Caderno de Encargos. <b>Nota: O Contratante poderá desqualificar propostas financeiras avaliadas que excedam o orçamento máximo.</b></p> <p>15. A duração de construção é de 18 meses, e o período de notificação de defeitos é de 12 meses.</p> <p>16. O candidato deverá apresentar justificação - na proposta financeira - caso o preço proposto não atinja 70% da estimativa de custo (preço anormalmente baixo).</p> <p>17. O Contratante deverá adjudicar o contrato ao Concorrente com a pontuação global mais elevada, avaliada de acordo com o procedimento especificado na Secção 3 – Procedimento de Avaliação de Propostas - desde que o Concorrente seja declarado como qualificado para a execução do Contrato de forma satisfatória.</p> <p>18. O vencedor deste concurso deverá apresentar uma Caução de Execução sob a forma de garantia bancária incondicional e irrevogável. A Garantia Bancária emitida por banco estrangeiro deverá ter um banco correspondente em TL. Além disso, durante a execução do contrato, o vencedor (adjudicatário) estará sujeito a uma caução de qualidade na forma de retenção.</p> <p>19. O Concorrente será responsável pelo pagamento de todos os impostos relacionados.</p> <p>20. A validade da Proposta deverá ser de 180 dias após a apresentação da mesma.</p>
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Hermingardo Albano Soares  
Diretor-Executivo da Comissão Nacional de Aproveitamento