



## Instituto do Petróleo e Geologia – Instituto Público (IPG)

### Letter of Invitation

RFB/NCB/003/IPG/IX/2021

Dili, 01 September 2021

1. The Instituto do Petróleo e Geologia – Instituto Público (IPG) of the Government of Timor-Leste is inviting proposals from qualified consulting firms for the:

**Supply of Drill 1 Borehole in Tali-Oan Area, Ogues Village, Maucatar  
Administrative Post, Covalima Municipality.**

2. Funding for these services will be made from the Instituto do Petróleo e Geologia – Instituto Público (IPG), Dili, Timor-Leste.
3. The project is located in Instituto do Petróleo e Geologia – Instituto Público (IPG), Dili, Timor-Leste.
4. The Scope of Services covers conducting the Supply of Drill 1 Borehole in Tali-Oan Area, Ogues Village, Maucatar Administrative Post, Covalima Municipality.
5. A firm will be selected under the **Quality and Cost Based Selection (QCBS)** procedures as describe in the NCB documents.
6. The bidding shall be conducting as a two envelope procedure, wherein the Technical Proposal and Financial Proposal shall be submitted together in separately-sealed envelopes.
7. Interested Consulting Firm may obtain further information from:

***Ms. Theresia Ida S. Lebre***

*Interim Procurement Team Leader*

*Instituto do Petróleo e Geologia – Instituto Público (IPG)*

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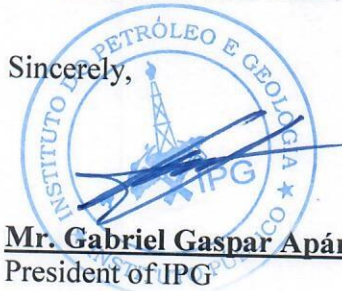
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## Instituto do Petróleo e Geologia – Instituto Público (IPG)

8. Participation in this bidding process is open to all interested national consultants. The attention of interested consultant is drawn to the qualification requirements detailed in the NCB.
9. The NCB is available free-of-charge to any interested national consultant by sending a writing request by email after which a PDF copy of the NCB will be sent also by email.
10. A pre-bid meeting will be held at **10.00 hour's** local time on **08 September 2021** at the same address specified above and will continue for site visit to the project location at Tali-Oan Area, Ogues Village, Maucatar Administrative Post, Covalima Municipality.
11. The proposal must be received in the Tender Box located at the same address specified above no later than **15.00 hours** local time on **22 September 2021**. Late proposals will be rejected.
12. Technical Proposal 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.

Sincerely,



**Mr. Gabriel Gaspar Apárício de Oliveira**  
President of IPG





## **INSTITUTO DO PETRÓLEO E GEOLOGIA, IP**

Rua Delta 1, Aimutin, Comoro, Dili, Timor – Leste

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### **REQUEST FOR BIDS (NATIONAL COMPETITIVE BIDDING)**

**PROJECT TITLE:**  
**SUPPLY OF DRILL 1 BOREHOLE IN TALI-OAN AREA, OGUES VILLAGE,  
MAUCATAR ADMINISTRATIVE POST, COVALIMA MUNICIPALITY**

**TENDER ID:**  
**RFB/NCB/003/IPG/IX/2021**

Issued on: 01 September 2021

SEPTEMBER 2021

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## **PART 1 – Bidding Procedures**

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## Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

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| <b>1. Scope of Bid</b>                     | <p>1.1 In connection with the Invitation for Bids <b>specified in the Bid Data Sheet (BDS)</b>, the Purchaser, <b>as specified in the BDS</b>, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are <b>specified in the BDS</b>.</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> <li>(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt</li> <li>(b) if the context so requires, "singular" means "plural" and vice versa; and</li> <li>(c) "day" means calendar day.</li> </ul>  |
| <b>2. Source of Funds</b>                  | <p>2.1 The Purchaser has been allocated funds from its current budget year appropriations and intends to apply a portion of the funds to eligible payments under the Contract for which this Bidding Document is issued.</p>  |
| <b>3. Corrupt and Fraudulent Practices</b> | <p>3.1 The IPG, IP requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.</p> <p>3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the IPG, IP to request financial documents relating to the submission of bid and contract performance (in the case of award).</p>  |
| <b>4. Eligible Bidders</b>                 | <p>4.1 This Invitation for Bids is open to eligible Bidders from Democratic Republic of Timor-Leste. The Bidder must be licensed and domiciled in Timor-Leste and must be at least 51% Timorese-owned by authenticated copies of its Certificate of Ownership and Voter's Cards of its National shareholders.</p> <p>4.2 A Bidder may be a national firm that is a private entity or a combination of entities in the form of a Joint venture (JV) under an existing agreement or with the intent to enter into such agreement supported by a letter of intent. In case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p> <p>4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to be in a</p> |

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conflict of interest with one or more parties in this bidding process, if, including but not limited to:

- (a) they have controlling shareholders in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative as another Bidder for the purpose of this bidding; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information or improperly influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
  - (e) a bidder participates in more than one bid in this bidding process either individually or as a partner in a joint venture. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved; or
  - (f) a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
  - (g) they have a close business or family relationship with a professional staff of the Purchaser who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract
- 4.4 A firm that is under a declaration of ineligibility by the Purchaser in accordance with ITB 3, as the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.5 The Bidder shall have fulfilled its obligations to pay taxes and security contributions under the relevant national laws and regulations.
- 4.6 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

#### **B. Contents of Bidding Document**

- 5. Sections of Bidding Document** 31.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any



Addenda issued in accordance with ITB Clause 7.

**PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

**PART 2 Supply Requirements**

- Section VII. Schedule of Requirements

**PART 3 Contract**

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms

31.1 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

31.1 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they are not obtained directly from the Purchaser.

31.1 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation as is required by the Bidding Documents, may result in the rejection of the Bid.

**6. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**

6.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days, prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying the source. Should the Purchaser deem it necessary to amend the Bidding Document, as a result of clarification, it should do so following the procedure under ITB Clause 7 and Sub-Clause 21.2.

**7. Amendment of Bidding Document**

7.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Document by issuing addenda.

7.2 Any amendment issued shall be an integral part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB.

7.3 To give prospective Bidders reasonable time in which to take an



amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 21.2.

### **C. Preparation of Bids**

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| <b>8. Cost of Bidding</b>                        | 8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.   |
| <b>9. Language of Bid</b>                        | 11.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in Tetum – Portuguese - English Language, unless specified otherwise in the BDS. Supporting documents and printed literature furnished by the Bidder as part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the Tetum – Portuguese - English Language, in which case, for purposes of interpretation of the Bid, such translation shall govern.   |
| <b>10. Documents<br/>Comprising the Bid</b>      | <p>10.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"><li>(a) Letter of Bid in accordance with ITB;</li><li>(b) completed schedules, in accordance with ITB;</li><li>(c) Bid-Securing Declaration;</li><li>(d) Written confirmation authorizing the signatory of the Bid to commit the Bidder;</li><li>(e) documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted;</li><li>(f) documentary evidence establishing the Bidder's eligibility to bid;</li><li>(g) documentary evidence that the Goods and Related Services conform to the Bidding Documents;</li><li>(h) any other document <b>required in the BDS.</b></li></ul> <p>10.2 In addition to the requirements under ITB bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.</p> <p>10.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p> |
| <b>11. Letter of Bid and<br/>Price Schedules</b> | 11.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be  |



accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

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| <b>12. Alternative Bids</b>  | 12.1. Unless otherwise <b>specified in the BDS</b> , alternative bids shall not be considered.   |
| <b>13. Bid Prices and Discounts</b>  | <p>13.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Bid Submission shall conform to the requirements specified below.</p> <p>13.2 The price to be quoted in the Letter of Bid in accordance with ITB shall be the total price of the bid, excluding any discounts offered.</p> <p>13.3 The Bidder shall quote any discounts and the methodology for their application in the Price Bid Submission Sheet.</p> <p>13.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, <b>unless otherwise specified in the BDS</b>. A bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 27. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> |
| <b>14. Currencies of Bid and Payment</b>                                       | 14.1 The currency of the bid and the currency of payments shall be entirely in the currency specified in the BDS.  |
| <b>15. Documents Establishing the Eligibility and Conformity of the Bidder</b> | 15.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 4, Bidders shall submit as part of its Technical Bid the evidence indicated for each qualification criteria specified in Section III, Evaluation and Qualification Criteria.  |
| <b>16. Period of Validity of Bids</b>  | <p>16.1. Bids shall remain valid for the period <b>specified in the BDS</b> after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.</p> <p>16.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.1. it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>   |



## 17. Bid Security

- 17.1 The Bidder shall furnish as part of its bid a Bid-Securing Declaration in original form.
- 17.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 17.3 Any Bid not accompanied by a substantially responsive Bid Securing Declaration, shall be rejected by the Purchaser as non-responsive
- 17.4 The Bid Securing Declaration shall be executed:
  - (a) if a Bidder withdraws its bid during the period of bid validity as specified in ITB Clause 16.1., except as provided in ITB Sub-Clause 16.2; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 35; or
    - (ii) furnish a performance security in accordance with ITB Clause 36; or
    - (iii) accept the correction of its Bid Price pursuant to ITB Clause 28.
- 17.5 The Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2

## 18. Format and Signing of Bid

- 18.1 The Bidder shall prepare one (1) original of the documents of the Technical Bid and one (1) original of the Price Bid and clearly mark each "ORIGINAL – TECHNICAL BID" and "ORIGINAL – PRICE BID". In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 18.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 18.3 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

### D. Submission and Opening of Bids

## 19. Sealing and

- 19.1. The Bidder shall enclose the original and all copies of the bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" – "ORIGINAL



**Marking of Bids**

TECHNICAL BID" & ORIGINAL – PRICE BID" and "COPY." – "COPY – TECHNICAL BID & COPY PRICE BID". These envelopes containing the original and the copies shall then be enclosed in one single envelope.

19.2. The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser at the address specified in the BDS;
- (c) bear the specific identification of this bidding process indicated in BDS;
- (d) bear a warning "NOT TO OPEN" before the time and date for bid opening.

19.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

**20. Deadline for  
Submission of Bids**

20.1. Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.**

20.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**21. Late Bids**

21.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 20. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**22. Withdrawal,  
Substitution, and  
Modification of  
Bids**

23.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the valid authorization in accordance with ITB 18.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clause 18 and 19 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 20.

23.2. Bids requested to be withdrawn in accordance with ITB Sub-Clause 22.1 shall be returned unopened to the Bidders.

23.3. No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the

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period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

### 23. Bid Opening

- 23.1. The Purchaser shall conduct the opening of Technical Bids in the presence of Bidders' designated representatives and anyone who choose to attend, at the address, date and time specified in the BDS.
- 23.2. The Price will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.
- 23.3. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the valid authorization confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.
- 23.4. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Securing Declaration; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS**. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).
- 23.5. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record.



The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

- 23.6. In accordance with the applicable law, the Purchaser shall open the Price Bids of only the Bidders with the top two technical scores based on the result of the Technical Evaluation.
- 23.7. At the end of the evaluation of the Technical Bids, the Purchaser will invite the Bidders with the top two technical scores to attend the opening of the Price Bids. The date, time and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.
- 23.8. The Purchaser will notify Bidders in writing who have been rejected and return their Price Bids unopened.
- 23.9. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

#### **E. Evaluation and Comparison of Bids**

#### **24. Confidentiality**

- 24.1. Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders.
- 24.2. Any effort by a Bidder to influence the Purchaser in the evaluation of the bid or contract award decisions may result in the rejection of its Bid.
- 24.3. Notwithstanding ITB Sub-Clause 24.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

#### **25. Clarification of Bids**

- 25.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 27.



- 26. Determination of Responsiveness**
- 26.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the Technical Bid itself.
- 26.2 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 27. Nonconformities, Errors and Omissions**
- 27.1 The Purchaser may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.
- 27.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 27.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.
- 28. Evaluation of Bids**
- 28.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 28.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance;
  - (b) price adjustment due to discounts offered in accordance;
  - (c) price adjustment due to quantifiable nonmaterial nonconformities in accordance;
  - (d) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 28.4 If the Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria



- 28.5 The Purchaser's evaluation of a bid will exclude and not take into account:
- any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 28.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria.
- 29. Comparison of Bids**
- 29.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 33.2 to determine the lowest evaluated bid. The comparison shall be on the basis of DDP (place of destination) prices, together with prices for any required installation, training, commissioning and other services.
- 30. Qualification of the Bidder**
- 30.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- 30.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 31. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 31.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted shall be promptly returned to the Bidders.

#### F. Award of Contract

- 32. Award Criteria**
- 31.1 The Purchaser shall award the Contract to the Bidder with the highest combined technical and financial score evaluated with the procedure specified under Section III, Evaluation and Qualification Criteria, provided further that the Bidder has remained qualified to perform the Contract satisfactorily, on conducting verification needed. A Bid shall be rejected if it is found on verification that the qualification criteria as specified in Section III, Evaluation and Qualification Criteria

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are no longer by the Bidder with the first highest combined technical and financial score. In this event the Purchaser shall proceed to the Bidder with the second highest combined technical and financial scores to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.

**33. Purchaser's Right to Vary Quantities at Time of Award**

33.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**34. Notification of Award**

34.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter called the "Letter of Acceptance" shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish on the national website *online* the results identifying the bid and lot (contract) numbers and the following information:

- (i) name of each Bidder who submitted a Bid;
- (ii) bid prices as read out at Bid Opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

34.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

34.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.

**35. Signing of Contract**

35.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

35.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

**36. Performance Security**

36.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms.

36.2 Failure of the successful Bidder to submit the above-mentioned

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Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and execution of the bid securing declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

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## Section II. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The reference number of the Invitation for Bids is: IFB No.: <b>RFB/NCB/003/IPG/IX/2021</b>
ITB 1.1	The Purchaser is: <b>Instituto do Petróleo e Geologia, Instituto Público</b> Office address: Rua Delta 1, Aimutin Comoro, Dili. Timor-Leste
ITB 1.1	The name of the contract is: <b>SUPPLY OF DRILL 1 BOREHOLE IN TALI-OAN AREA, OGUES VILLAGE, MAUCATAR ADMINISTRATIVE POST, COVALIMA MUNICIPALITY</b>
ITB 2.1	Source of Funds:  Instituto do Petróleo e Geologia, Instituto Público, approved budget for fiscal year 2021. Maximum budget estimated for this contract is USD 35,000.00 (Thirty Five Thousand US Dollar only).

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	<b>B. Contents of Bidding Documents</b>
<b>ITB 6.1</b>	<p>For <u>Clarification of bid purposes</u> only, the Purchaser's address is:</p> <p>Attention:</p> <p><i>Dra. Theresia Ida Lebre – Interim Procurement Team Leader</i></p> <p><b>IPG-Instituto do Petróleo e Geologia</b> Rua Delta 1, Aimutin Comoro, Dili. Timor-Leste</p> <p>Telephone: +670 3310 179</p> <p>Electronic mail address: <a href="mailto:tlebre@ipg.tl">tlebre@ipg.tl</a></p>
<b>ITB 6.1.</b>	<p>A Pre-Bid meeting shall take place at the following date, time and place:</p> <p>Date: <b>08 September 2021</b></p> <p>Time: <b>10.00 OTL</b></p> <p>Place: <b>IPG Office, Rua Delta 1, Aimutin Comoro, Dili. Timor-Leste</b></p> <p>Due to the Pandemic COVID-19 and Government Relations on prevention and mitigation of COVID-19 attendance to the pre-bid meeting is <b>not mandatory</b>, however, the bidders are encouraged to attend.</p>



	<b>C. Preparation of Bids</b>
<b>ITB 9.1</b>	The language of the Bid is: <b>TETUM – PORTUGUESE – ENGLISH</b>
<b>ITB 12.1</b>	Alternative Bids <b>ARE NOT</b> permitted.
<b>ITB 13.5</b>	The prices quoted by the Bidder shall be: <b>FIXED PRICE</b>
<b>ITB 14.1</b>	The currency of the Bid and Payment shall be: <b>United States Dollar (US)</b>
<b>ITB 16.1</b>	The bid validity period shall be <b>one-hundred twenty (120)</b> days.
<b>ITB 17.1</b>	<p>A Bid Security is required.</p> <p>The Bid Security shall be in the form of an unconditional <b>Bank Guarantee</b> and uses the form provided in Section IV – Bidding Forms.</p> <p>The amount of Bid Security is USD 3,500.00 (Three Thousand Five Hundred US Dollar only). The requirement is equal and applicable to all participating bidders.</p>



	<b>D. Submission and Opening of Bids</b>
<b>ITB 18.1</b>	<p>The number of copies is as follows:</p> <p>Technical Bid: one (1) original and two (2) copies</p> <p>Price Bid: one (1) original and two (2) copies</p>
<b>ITB 18.2</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>a) A Power of Attorney with appropriate certification of signatory's authority.</p> <p>b) A Joint Venture shall include an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.</p>
<b>ITB 20.1</b>	<p>For <b><u>bid submission purposes</u></b> only, the Purchaser's address is:</p> <p>Attention:</p> <p>Direção de Aprovisionamento</p> <p><b>Instituto do Petróleo e Geologia</b></p> <p>Rua Delta 1, Aimutin Comoro, Dili. Timor-Leste</p> <p><b>The deadline for bid submission is:</b></p> <p>Date: <b>22 September 2021</b></p> <p>Time: <b>15.00 OTL</b></p>
<b>ITB 25.1</b>	<p>The bid opening shall take place at:</p> <p>Direção de Aprovisionamento</p> <p><b>Instituto do Petróleo e Geologia</b></p> <p>Rua Delta 1, Aimutin Comoro, Dili. Timor-Leste</p> <p>Date: <b>22 September 2021</b></p> <p>Time: <b>15.00 OTL</b></p>



### Section III. Evaluation and Qualification Criteria

The evaluation shall be based on the documents that the Bidder has submitted with its Bid. Therefore, the Bidder is reminded to submit all the necessary information and documentation to enable the Purchaser to make an evaluation. Failure of the Bidder to provide the necessary information may result in the rejection of the Bid.

Bid evaluation shall be undertaken in two stages. The first stage will be the Evaluation of Technical Bids applying the technical evaluation criteria, sub-criteria, and scoring system specified below. The maximum technical score is 100 points and the minimum technical passing score is 70 point. Only top two bidder scored higher are invited for opening of their Price Proposal.

The second stage will be the evaluation of the price proposals of only the Bidders with the top two ranked technical POINT based on the result of the first stage evaluation above. To determine the "price score", the lowest evaluated bid price X will automatically score 100 POINTS for the price component evaluation. Other bidders with bid price Y will be assigned a price proposal POINT =  $100 (X / Y)$ .

The final ranking shall be determined by combining the Technical and Price scores, applying a Technical: Price Ratio of 70:30. The Purchaser shall award the Contract to the Bidder with the highest combined technical and Financial score evaluated with the Procedure specified under Section III: Evaluation and Qualification Criteria.

#### Technical Evaluation:

The technical evaluation will be undertaken in two steps. The first step will be the determination of the Bidder's compliance to the basic bid and eligibility requirements to be undertaken on a "Pass or Fail" basis.

1. The following documentation shall be checked (comply Y/N):
  - a. Technical and Financial Bid are submitted in separated sealed envelopes, for technical proposal one (1) original and two (2) copies.
  - b. Signatory to the bid is authorized to commit the Bidder as evidenced by a Power of Attorney submitted with the Bid;
  - c. Valid Business Registration Certificate, Business License and Tax payment certificated, Social security;
  - d. Articles of Incorporation which proof of at least 51% Timorese Ownership;
  - e. Bid Security, in accordance with ITB Clause 17;
  - f. Latest Tax Payment Certificate from Timor-Leste Revenue Service.
2. The Purchaser shall also examine the Technical Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any reservation.
3. The Purchaser shall also confirm that all requirements specified in Section V, Schedule of Supply of the Bidding Document have been met without any material deviation.
4. The Purchaser shall also confirm that:
  - a. The Bidder is not subject to current sanctions or declaration of ineligibility for fraud and corruption by the Purchaser;
  - b. Bidder does not have a conflict of interest with one or more parties participating in or executing this bidding process; and
  - c. In the case of a joint venture, confirm that the Bidder submitted a certification that all parties shall be jointly and severally liable and that the Bidder has nominated a Representative who shall have the authority to conduct all business for and on behalf of any and all parties of the joint venture during the bidding process, and in the event the joint venture is awarded a contract, also during contract execution.



Note: Only those Bidders who passed the Step 1 evaluation shall be considered further in the Step 2 – Technical evaluation which is to evaluate and score the technical bids on the criteria and scoring system provided below:

Step 2. Technical Evaluation

**SUPPLY OF DRILL 1 BOREHOLE IN RALI-OAN AREA, OGUES VILLAGE, MAUCATAR ADMINISTRATIVE POST, COVALIMA MUNICIPALITY**

Criteria	Minimum Requirements	Evaluation Weight	Score (D)	Point (St)
A	B	C	D	E=(C x D)
1. Experiences				
a. General Experience	The bidder company should be in existence from last five years. Experience under similar contracts in the role of prime contractor/service provider (single entity or JV member), or management contractor/service provider for at least last three (3) years prior to the bid submission deadline.	5		



Criteria	Minimum Requirements	Evaluation Weight	Score (D)	Point (St)
A	B	C	D	E=(C x D)
b. Contracts of Similar Size and Nature (Similar Experience)	The bidder company must have been awarded two similar size contracts in the last five (5) years that have been successfully completed and that are similar to the proposed works. The similarity of the service provider participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics of the contract	10		
c. Specific technical Requirements	Technical requirement for drill	15		
2. Financial Capacity				
a) Soundness of the Bidder's Financial Position	Submission of financial statements acceptable to the Purchaser, for the last two (2) years.	5		
b) Cash Flow Capacity	Available cash in bank or stand-by line of credit from a financial institution to meet the project cash flow requirement of US\$ 50,000.00 (Fifty Thousand US Dollar only)	10		
3. Technical Specifications for drill services	Meet technical specifications requirements as specified in SECTION 5 – TECHNICAL SPECIFICATIONS IN THIS BID DOCUMENTS.	30		







Criteria	Minimum Requirements	Evaluation Weight	Score (D)	Point (St)
A	B	C	D	E=(C x D)
4. Supply Methodology	Proposed method of supply including completion and detailed description of the resources to be used (As stated in SECTION V of the bidding documents) to the final destination within 15 days after notice to proceed issued	5		
5. Technical Expertise	Minimum three (3) satisfactory contract completion certificates in Timor-Leste during the last 6 years (15,000-100,000 USD)	20		
<b>MAXIMUM TECHNICAL PASSING POINT (St)</b>				100
<b>MINIMUM TECHNICAL PASSING POINT (St)</b>				70

The scoring (D) shall be in accordance with the following table:

Score Scale (D) for technical evaluation	Score Definition
0	Not acceptable, has not met any reasonable criteria
0.1 – 0.2	Has only met few minimum requirements, and is not acceptable
0.3 – 0.5	Has only met some minimum requirements but not all, and may not be acceptable
0.6 – 0.7	Has met most of the minimum requirements, and may be acceptable
0.8 – 0.9	Has met all of the minimum requirements, and is acceptable
1	Has met and exceeded all requirements, and is acceptable

The Bidder will be ranked from the highest to the lowest scored point.



**ONLY Bidders with the top two scores (THE BEST ONE and TWO) from those passed minimum passing point will be invited to open their Financial Proposal envelope**

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## Section VII. Schedule of Requirements

### TERMS OF REFERENCE

#### **“CONTRACTOR TO DRILL 1 BOREHOLE IN TALI-OAN AREA, OGUES VILLAGE, MAUCATAR ADMINISTRATIVE POST, COVALIMA MUNICIPALITY”**

##### **1. Background**

Instituto do Petróleo e Geologia-Instituto Público (IPG) is conducting Hydrostratigraphic study with an objective to simplify the architecture of the different geological units in the subsurface which can be used as fundamental information when dealing with groundwater exploration.

Due to the lack of subsurface data to link the existing boreholes entire the Ogues Village, IPG is implementing one drill point in Tali-Oan Area (Ogues Village) with an objective to correlate and interpret aquifer distribution within the area.

IPG-IP is seeking for a Contractor to carry out the works of mobilizing machinery, drilling borehole and provide all the required tools, equipment, materials and labor for construction of the borehole, its development, pump testing, hand pump installations, and ensure that all the necessary requirements of borehole development and testing are up to the required standards as clearly specified on the technical specifications in the Bill of Quantity attached therein.

##### **2. Scope of Work**

IPG will provide location map indicating the drilling site, include report of geophysical study at the drilling site to the selected Contractor.

Borehole drilling and construction will be supervised by the IPG team, the selected Contractor must perform in a satisfactory manner, the drilling of one (1) borehole to be installed with pump at location determined in Tali-Oan Area by IPG. The Contractor is to ensure that borehole log is collected properly at 1 m intervals.

##### **3. Drilling Stipulations**

###### **3.1 Information concerning the borehole construction**

- a. The Contractor shall ensure that the drilling rig to be used must have the capability of drilling beyond the anticipated depth by 30%.
- b. The borehole should be drilled at a diameter of **254 mm (10")** from 0m to a maximum depth of 100 m. The casings to be used are of **225 mm (8")** in diameter with minimum 7 mm of thickness.
- c. Construction of the borehole will be undertaken in accordance with accepted practices and will be supervised by the IPG team. It is the duty of the Contractor to inform the IPG in time as to when the commencement of the drilling will be, for IPG to organize for supervision. IPG will have the final authority in making technical decisions to the Contractor.
- d. Fluid additives of bentonitic type will not be accepted for use in this works: instead either cellulose based reconstitution powder, or liquid polymeric additives will be required for viscosity enhancement. The Contractor will be required to state the type of polymer to be used, and describe the means by which the selected fluid additive will be mixed.
- e. Cuttings (min. 500 grams) of the strata penetrated shall be collected on site at every 1- meter interval; whichever gives the smallest interval and when required by IPG supervisor, by whatever method is standard for the drilling technique in use and approved by the Supervisor. The Contractor shall take every possible precaution to guard against cutting contamination. Representative lithological samples shall be packed in sealed containers and with clear marked labels covering the borehole location, number and depth interval. The samples shall be stored in a location where they will not be



contaminated by site conditions or drilling operations. Furthermore, all the relevant information and drilling velocity, well casing and other well construction operations will be recorded.

- f. For each rock sample that has not been taken the Contractor will be fined a penalty amounting to 1 per cent of the total value of the well and this will be deducted from the final payment. If the total amount of samples not taken is more than 15% of the specified number, the well should be started again and IPG will not make any payments for this additional work.
- g. The Contractor will be required to complete the **log forms** for the borehole.
- h. The Contractor shall ensure that the materials supplied are of good quality, adhering to the specifications provided in this ToRs and in the BoQ. IPG will not authorize the installation or utilization of any material that is not in line with the requirements established in the ToR and BoQ.
- i. The selected Contractor will supply and install PVC AW (Maspion), drinking water standards, non-toxic plain casings with a **225 mm (8")** internal diameter and 7 mm thickness for total depth of well except where screen casings are installed. The Contractor should ensure verticality of the casing installed. The quantity/length of screen casings to be installed in the borehole will vary respectively to the aquifer formations.
- j. The Contractor will supply and install filter gravel pack which is clean, uniform and of approved quality collected from river beds consisting of particles with a diameter of 1- 5mm. The volume of the filter pack required must be calculated taking into account the length of the screened area and an additional 50% to allow for settlement above screen casings, and the annular space between the borehole and the external diameter of the casing.
- k. The Contractor will collect 2 liters sample in a clean plastic bottle from the borehole for reference to a competent Water Testing Authority or recognized Water Testing Laboratory for full physical, chemical and bacteriological analysis of the water to ascertain its suitability for human consumption.
- l. After drilling, Contractor will conduct well logging from top to bottom and will compare to the cutting samples. If the result indicate groundwater position, IPG will purpose to Contractor for reaming then Both Parties will discuss screen position in this stage.
- m. The Contractor will provide the Borehole Completion report immediately upon completion of the drilling work. The Borehole Completion Record will also be accompanied by Water quality certificates capturing bacteriological, chemical and physical water qualities.

### **3.2. Casings and diameters**

- The drilling of the borehole will be carried out according to the characteristics specified in this ToR and appendix of the specifications (BoQ), using the proper drilling tools, drive pipes, casing pipes with centralizers to ensure that the casing string is central within the hole, gravel packs and sanitary protection (seals) should isolate the aquifers from other formations, which are considered improper for the exploitation of wholesome water.
- The Contractor will supply all casings and screens of **225 mm (8")** diameter including plain casing and screens.

## **4. Developments and Test Pumping**

### **4.1 Development**

In addition to the cleaning and development of the well before casing installation, the well will be developed continually during filter gravel packing. Washed and well-rounded river gravel, of diameter range 2-4 mm will be packed between the annular space of the casing and the well from the bottom until 6m below the ground surface. The gravel shall be inserted into the borehole by hand using a shovel in order to protect the borehole wall from damage.

After packing is complete, the well will be developed by air-lifting, alternating continuous and surging. During well development, the position of the air outlet (bottom of the drill pipe if drilling apparatus is used for air-lifting) shall be in the blind casing below the lowest screen casing and the Contractor shall ensure that the casing string is adequately supported at the top if necessary and is not damaged. Any casing and/or screen damage during installation and well development shall be the responsibility of the Contractor, who shall

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make the necessary corrections/repairs without additional cost to the IPG. When well development is completed, the gravel packing will be topped up if it is found settling below the required depth.

Development will be considered complete only when less than 5 Nephelometric Turbidity Unit (NTU) of suspended solids remains in the water. It is recommended that flushing be done for a minimum of 10 hours.

## **4.2. Test Pumping**

- a. The Contractor shall supply and install GRUNDFOS pumps for lifting water beyond 45 m with all the components including GI rising pipe, the handle assembly, the pedestal, the pump head assembly, connecting rods and rising mains, pump cylinder. The maximum expected yield is 10 L/sec.
- b. Step draw down pumping test should be conducted by the Contractor for a minimum of 8 hours considering 4 step with different yield ( $Q_{mx}/2$ ,  $Q_{mx}/3$ , and  $Q_{mx}/5$ ) and a recovery step. Each test should last a minimum of 1.5 hr. In addition, 72 hours constant pump test should be conducted by the Contractor using the optimal yield identified during the step draw down test. Recovery test will be for one hour or such time when there is at least recovery of 80% of the static water level noted at the start of the pump test. Step draw down, constant pump test and recovery data should be reported on the logarithmic time-scale and should contain at least: Date of Test (Day, Month, Year); Depth of BH at time of test (m); Static Water Level (SWL) before test (m); Type of Pump used; Depth of Pump Intake (m); Discharge (Ltrs/Minute); Dynamic/Pumping water level (m). IPG's supervisory staff should be informed, in writing (email), at least 24 hr before the scheduled time for carrying out of the pumping test. The procedure should be discussed and agreed by both parties (IPG and Contractor) before the Contractor could initiate the pumping test.
- c. The Contractor will provide all necessary elements for this purpose which include provision of all necessary implements and pumping equipment i.e. weirs, pipes, gauges etc for the proper measurement of discharge rates and water levels and disposal of extracts.

## **4.3. Well plumpness and alignment**

### **4.3.1. Tests.**

The borehole should be tested for plumpness and alignment by means of minimum a 4 meter long, and perfectly straight, PVC-AW (Maspion) pipe with 7 mm of thickness that should be introduced along the whole borehole.

### **4.3.2. Minimum Requirements**

Such a test pipe, as described above should easily move through the whole borehole. The loss of plumpness of the well's axis should never be more than 2/3 of the smaller inside diameter of the casing. If these minimum requirements are not met by the well, the Contractor will be required to correct the defects, otherwise IPG will reject the borehole and no payments will be made for its drilling and completion. This test should normally be done before pump testing the well in the presence of the IPG team.

## **4.5. Protection of water quality, dis-infections and sampling**

### **4.5.1. Borehole Protection**

The Contractor will take maximum care to avoid the physical, chemical or bacteriological contamination of the borehole water, during the construction and after construction operations. In any case, where water is polluted due to the Contractor's neglect, he will be obliged to carry out all the necessary operations, at his own cost, in order to rectify such pollution of the borehole.

### **4.5.2. Well sterilization.**

Once the well has been completed and tested, the Contractor will sterilize the well with a chlorine solution yielding at least 50 mg/litre of active chlorine in the borehole. The chlorine solution may be prepared for this purpose, by dissolving Calcium Hypo-chlorite, sodium Hypochlorite or gaseous Chlorine in water. The chlorine solution should stay in the well for at least four hours, at the specified concentration.

### **4.5.3. Water samples**

The Contractor will take two (2) liter samples for laboratory analysis, after completion of test pumping. One sample will be used for each of these tests; bacteriological, physical and chemical analysis, which should be collected in clean, sterilized properly sealed and protected plastic containers. The samples so collected



should reach the authorized DNGRA Water Testing Laboratories, within 2 hours from the time of collection from the borehole.

#### **4.5.4. Particle Content in Pumped Water**

The water drawn out of the well will be acceptable if it has a sand particle content of less than 5 milligrams per cubic metre. In case this allowed maximum limit is not met, the Contractor will make all necessary adjustments to the well structure, at his own expense, in order to meet these specifications.

#### **4.6. Finishing Works**

##### **4.6.1 Temporary Lid**

The Contractor will pay close attention to the due protection of the mouth of the borehole against the entrance of water or any other pollutants while drilling or after the completion of the borehole. For this purpose, the Contractor will provide a lid to be placed on the mouth of the well at any time the drilling rig is not in operation. This lid will be welded into place after the drilling has been completed.

##### **4.6.2. Gravel Packs**

A well-graded pack will be placed in the annular space between the borehole wall and the outer surface of the casing. Proper techniques should be used for the accurate placing of this pack to ensure its even placement. The gravel to be used should be clean, well rounded and the grains should be hard, of alluvial origin, and a size between 2mm and 4mm diameter.

##### **4.6.3. Sanitary Protection Seal and Well Head Construction**

- A. After completion of the pumping test, removal of the test pumping unit and after the last water level recovery observations have been made, the level of the gravel pack will again be checked to see if there is any settlement below the required depth. If it is found below the required depth, it will be topped up to the appropriate level. This means the Contractor should ensure the installation of sanitary seal in the annular space between the screen casing and the borehole above the filter gravel pack to reach a minimum height of 3 meters. The sanitary seal shall consist of bentonite pellets of size between ¼" and ½". The bentonite pellets shall be installed in the annular space from the filter pack using tremmie pipe system. Above the sanitary seal, the annular space shall be backfilled with cuttings extracted through drilling up to 3 meters deep below the ground level. The sanitary top seal in cement grout, corresponds to the first 3 meters below the surface. Including 2m of bentonite pellets and 1m of grout at the surface. If the Contractor cannot supply the bentonite pellets, a written request should be sent to IPG providing the justification and the specifications of an alternative sealing and plugging material in order for IPG to approve its installation.
- B. Specifications related with wellhead construction, installation of pumps have been indicated in the Specifications and Bill of Quantities Part.

#### **5. Role of the Contractor**

- a. The Contractor shall carry out the works in accordance with the Bills of Quantities provided, tendered and accepted, a copy of which is attached.
- b. The Contractor will have to provide for the construction and completion in every detail of the work described in the contract and contractual documents such as ToRs and annexes. All labors, materials, tools, equipment, transportation, food and supplies required to complete the work in accordance with the specifications and terms of the contract should have to be well furnished. The Contractor cannot deviate from the construction designs or specifications without seeking for permission and approval from IPG.
- c. If the Contractor is not able to finish the drilling or has to abandon the borehole due to loss of tools, accidents or any unforeseeable circumstances, the Contractor should remove the casings or drive pipes already in the hole and refill it with clay or concrete. All materials extracted from the hole, after refilling it will be the property of the Contractor. IPG will not pay for any of the work carried out, and will authorize in advance the drilling of a new hole, at a site near the abandoned one if need be, at the Contractor's expenses.

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- d. The Contractor will make all the necessary arrangements for accommodation and food for the drilling team. Foodstuffs and other consumables (Fuels and Lubricants) will have to be transported to site at the Contractor's own expense. Potable and make up water is available within the drilling site. The transport of the water to the drilling site will be the responsibility of the Contractor.
- e. For the field expenses, IPG will not be held responsible for any expenses incurred by the Contractor or its agents during the executions of this ToR.

## **6. Health and Safety**

The Contractor's team leader shall take all reasonable precautions to prevent any death or injury to persons during said undertaken activities. These precautions shall include but not be limited to providing his crew with safety helmets, hard-toed boots (safety boots) or gumboots, heavy duty gloves, protective glasses and ensuring that all tools and equipment are in a safe condition and ensuring that his employees adopt safe working methods. The drilling crew will wear a uniform provided by IPG at the site. No military-looking clothing will be accepted at any time.

Under this contract, the Contractor's team leader has the obligation and responsibility to safeguard the safety and security of its Personnel, the drilling crew's equipment and other property. Furthermore, the Contractor's team leader shall develop a security plan in consultation with IPG, including detailed procedures to cover evacuation, personnel, equipment and unlawful interference.

## **7. Requirements of the Contractor for the tender**

### **a. Experience:**

For a Contractor to be accepted to participate in the tender process, must provide evidence (satisfactory report completion) of at least 6 boreholes drilled in Timor-Leste with other NGOs or government amounting to a total value of 100,000 USD during the last 6 years. At least 3 contract contracts should be for an amount of 15,000 USD. The scope in the report should clearly mention drilling and are not valid for this purpose auger manual drilling.

### **b. Equipment and work force:**

The Contractor should present a list of the drilling equipment that is going to execute for the contract, specifying the following: Name; Model; Quantity; Year of manufacturing. All equipment listed should be in perfect operational conditions and if changes are required during the execution of the contract, an equipment of similar characteristics needs to be put in place and IPG has to be informed in written. The Contractor must provide a list of the workforce that it intends to use for execution of the project.

### **c. Time for completion.**

- 4.1 The Contractor should perform the activity in a maximum period of 60 days after the signature of the contract. For the tender process, the Contractor should submit a work schedule (project Gantt chart) aligning activities to match the completion period. Any bid which schedule goes beyond the project estimated completion period of 60 days will not be accepted in the tender process. In the case of delays in the implementation process of the project, penalties will follow with immediate effect and the penalty criteria will be stipulated on the contract document. The works are therefore expected to be completed within a period of 60 days to enable the Contractor hand over the project to the IPG.

### **d. Legal documents from the government of Timor-Leste**

The Contractor must present a copy of the valid drilling certificate; a copy of the company's registry in the Timor-Leste's Ministry of Legal Affairs and a copy of the trading license.

### **e. Bidding amount.**

The companies participating in this tender should present the BoQ in Annex B fully completed with the unit prices for each activity. The full amount quoted should cover all expenses for the completion of the activities under the contract, as well any indirect cost and/or administrative costs that the Contractor must incur.

## **8. Defect liability period**



The borehole will be guaranteed for a period of 6 months after completion. In an event that there are defects found on the borehole within the 6 months' period, the Contractor will be notified and authorized to correct all the said defects before the Contractor is paid the retention amount.

### 9. Annexes

The companies who interested should attach the following document in proposal when submit proposal to IPG:

Annex A – BOQ for drilling one (1) borehole.

Annex B –Schematic layout of the Borehole design.

Annex C – Check list.

ID	List of Document to provide	Submitted	Remarks
1	BoQ template dully filled and with no arithmetical errors.		
2	3 satisfactory contract completion certificates in Timor-Leste during the last 6 years (15,000-100,000 USD)		
3	Detailed list of the drilling equipment (Name; Model; Quantity; Year of manufacturing) List of work forces		
4	Work schedule (maximum of 60 days work in total)		

### 3. Technical Specifications

#### Bill of Quantity for Drilling of one Borehole in Tali-Oan Area

Item No	Item Description	Unit	Quantity	Rate	Amount (US\$)
1.	Mobilization and transportation of all Drilling units from drilling company Office to Tali-Oan site (Rotary drill) and de-mobilization of the drilling unit back to drilling company Office.	L/S			
2.	Erecting and dismantling of the drilling rig unit at the site.	L/S	1		
3.	Standard pilot drilling hole by using 8-inch diameter from 0 meter to 100 meters depth, include fluid/mud (bentonite, aditive polimer, klorin, grouting etc.)	M			



4.	Supply <b>225 mm diameter (8")</b> standard plain PVC AW (Maspion) for permanent casing internal.	M			
5.	Supply and install screen 8-inch machine Slotted 1.5 mm PVC AW (Maspion), 20-50 m long	M			
6.	Supply and install GS DN1 <sup>1/4</sup> - inch pipe for piezometer), with CAP BSP on top. Sounding pipe connect to casing, 40 cm from Top of Flange (TOF)				
7.	Cuttings (min. 500 grams) of the strata penetrated shall be collected on site at every 1-meter interval	Notes			
8.	Setup, calibrate and conduct down-hole logger to obtain self-potential SP from bottom to top.	M			
9.	In this stage, the selected contractor should reported SP logging result to IPG before conduct further activity.				
10.	Supply and insert filter gravel packing 2mm to 4mm size.	Ton			
11.	Borehole development work by air jetting.	Hrs	1		
12.	Bore completion, well head installation with GS DN200-5mm of thick 1M+Top of flange 8-inch and capping flange DN 6-inch				
13.	Step-draw down test (step test plus recovery) takes one hour for each step	Hrs			



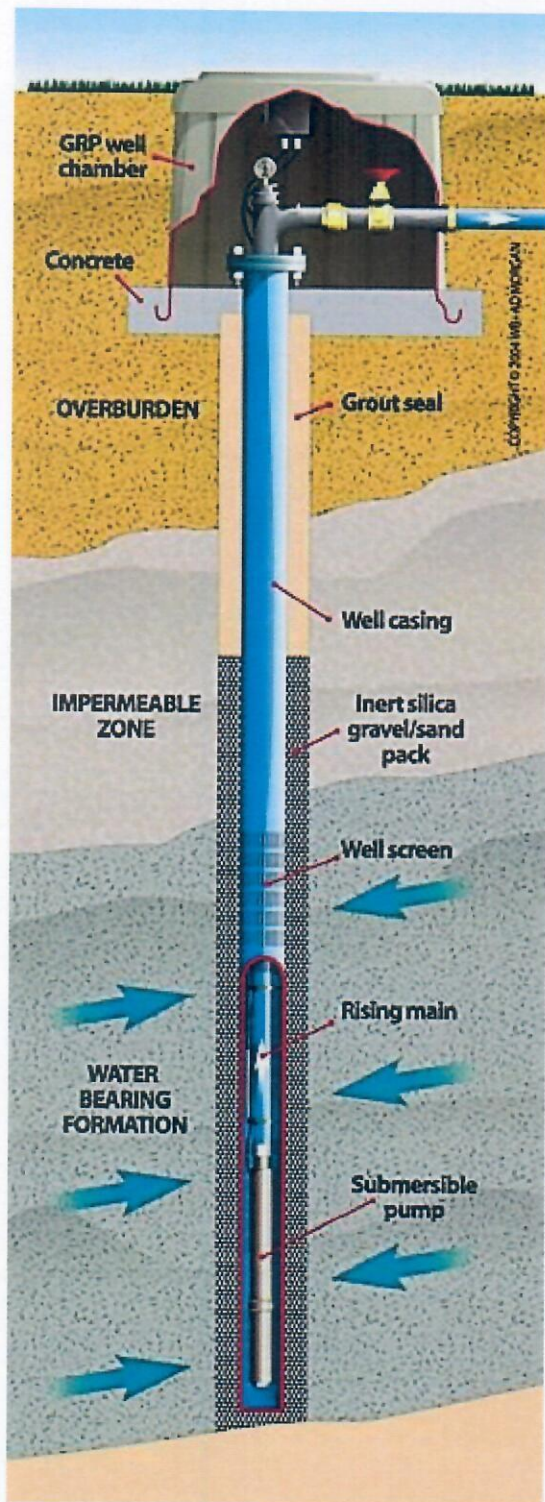
14.	Test pumping constant discharge including installation and removal of test pumping equipment (draw down and recovery measurement)	Hrs	72		
15.	Recovery test for one borehole	Hrs	4		
16.	Supply and install gravel pack for 11 m long pipe casing, including sanitary seal cement grout	Ton			
17	Slab K225 around casing with dimension 80cm x 80cm x 30cm thick				
18.	Development will be considered complete only when less than 5 Nephelometric Turbidity Unit (NTU) of suspended solids remains in the water. It is recommended that flushing be done for a minimum of 10hours.	Hrs			
19.	Carry out physical, chemical and bacteriological analysis of the borehole water.	L/S			
20.	Borehole disinfection with 50mg/lit HTH Chlorine solution	L/S			
21.	Data analysis, drilling and pump test report compilation in three hard copies and 1 electronic copy for each well.	L/S			
22.	Supervision of borehole drilling and completion	L/S			
23.	Grundfos submersible pump Capacity 10 to 12 L/S Including pole pipe, steel cable, Electrical Cable and panel Box	L/S			



24.	Flexible discharge pipe DN50 Assembly 50 M, include inlet, outlet adaptor, clips, reducer to pump and to well head	Set complete			
25.	Water pump panel warranty one year from manufacture.				
26.	Pump type and settings will decide based on the result of pumping test. Means the Contractor will purchase pump after reported to IPG and get recommendation from IPG team.				
27.	Control panel CUE type: Manual on/off auto switch. Voltmeter, Current no selector, Lamp indicators for RST. Dry 2running protector no fault lamp indicator. Diagram connect to panel.				
28.	Pump motor cable to Control Panel should connect to "all whether proof" junction box near wellhead.				
29.	Water pipe installation (pipelines) from well site to intake tank 400 m PVC pipe 76.2 mm (3"). Poli-pipe.	M			
Total cost for drilling					

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*An example of expected result for Tali-Oan, Ogues Drilling*

<http://www.groundwateruk.org/downloads/UK%20Groundwater%20Forum%20Presentation%202014.pdf>



### Performance Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Purchaser]*

**Date:** *\_ [Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[Insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *\_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser 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 Purchaser 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 Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

*6*