



DELIBERASAUN N. 08/II/CAFI/2025

Conselho de Administração do Fundo das Infraestruturas – CAFI, bazeia ba artigo 10º (1) e (3) DL Nº. 25/2024, de 22 de maio, Primeira Alteração ao DL Nº.13/2016, 18 de Maio, realiza reunião extraordinária iha loron tersa-feira, 4 de fevereiro de 2025, e halo deliberasaun ba assunto tuir mai ne'e:

Asuntu: Pedido Aprovação no autorizaun ba Kustu Adisional – Variation Order no.1 ba projetu “*New Construction of MPO/ADN office*” ho montante \$ 91,909.81.

Proponente: Ministério do Planeamento e Investimento Estratégico – MPIE/ ADN, I.P.

Notas/justifikasiun:

- Ajendamentu bazeia ba pedidu husi Ministro MPIE relasiona ho Kustu Adisional – Variation Order no.1 ba projetu “New construction of MPO/ADN office”;
- Bazeia ba karta ne'ebe mak SGP simu ho no. Ref.: 0244/ADN/II/2025, data 12 de fevereiro de 2025, ho assuntu: entrega resultadu verifikasiun Variation Order;
- Projeto New construction of MPO/ADN office ne'ebe hetan ona verifikasiun ADN I.P. ba kustu adisional ho VO#1 \$ 91,909.81, kontratu original ho montante \$2,701,693.61;
- Alokasaun orsamentu iha FI 2025 ho montante: \$ 700,800.00, kodigu atividade 5100530: New construction & supervision of MPO/ADN office;
- Lista Proposta:

Naran projeto/valor kontratu original	VO #1: kustu adisional & kontratu orijial	Alokasaun orsamentu iha FI 2025
<ul style="list-style-type: none">• <i>New construction & supervision of MPO/ADN office (ICB/038/MPO-2022);</i>• <i>Valor kontratu orijinal \$2,701,693.61</i>	<ul style="list-style-type: none">• Kustu adisional \$ 91,909.81• Valor final (kontratu Original + kustu adisional) : \$2,701,693.61+ \$ 91,909.81= \$2,793,603.42	<ul style="list-style-type: none">• Alokasaun orsamentu: \$ 700,800.00• kodigu atividade 5100530: New construction & supervision of MPO/ADN office.

✓

↗



Rekomendasau:

CAFI atu aprova kustu adisional bazeia ba justifikasaun sira ne'ebe hato'o ona iha leten ba **Variatio Order no.1 ba kustu adisional \$91,909.81** ba projetu *New construction & supervision of MPO/ADN office (ICB/038/MPO-2022)*, ho empreza *Bobolait, Lda..*

Desizaun:

1. CAFI aprova extensaun tempu ho kustu adisional bazeia ba justifikasaun sira ne'ebe hato'o ona iha leten ba **Variatio Order no.1 ba kustu adisional \$91,909.81** ba projetu *New construction & supervision of MPO/ADN office (ICB/038/MPO-2022)*;
2. Lista aprovasaun CAFI:

Naran Projeto/Empresa	VO #1/ kustu valor final kontratu	Orgaun Kompetênti Autoriza despezas - DL No. 23/2022, 19 de Maio
<ul style="list-style-type: none">• <i>New construction & supervision of MPO/ADN office (ICB/038/MPO-2022);</i>• <i>Bobolait Lda.;</i>	<ul style="list-style-type: none">• Kustu adisional \$ 91,909.81;• Valor final kontratu inklui VO#1: \$2,793,603.42;• No. Ref.: 0244/ADN/II/2025, data 12 de fevereiro de 2025	CAFI: Autoriza no Aprova

(Handwritten signatures over the table)



IX GOVERNO CONSTITUCIONAL
MINISTÉRIO DO PLANEAMENTO E INVESTIMENTO ESTRATÉGICO
FUNDO DAS INFRAESTRUTURAS



Conselho de
Administração

Aprovado husi CAFI iha loron 4 de fevereiro de 2025.

O Conselho de Administração do Fundo das Infraestruturas
O presidente,



Gastão Francisco de Sousa
Ministro do Planeamento e Investimento Estratégico

Santina José Rodrigues Ferreira Viegas Cardoso

Ministra das Finanças

(La partisipa iha reunião CAFI)



Miguel Marques Gonçalves Manetelu
Ministro dos Transportes e Comunicações



Samuel Marçal

Ministro das Obras Públicas

DELIBERAÇAUN N.º 08/II/CAFI/2025



REPÚBLICA DEMOCRÁTICA DE TIMOR-LESTE
Ministério do Planeamento e Investimento Estratégico
Fundo das Infraestruturas

NOTA DE DESPAICHO

1. ORIGEM DO DOCUMENTO

N Re0244/ADN/II/2025

Data do Documento : 12/ 02 /2025

Proveniência do Documento

ADN,I.P

2. DETALHES DO DOCUMENTO

Data Entrada do Documento: 17 / 02 /2025

Enviado ao:

1. Sr/ Mauricio Borges
2. Sr/a _____
3. Sr/a _____
4. Assessores Nacionais / Internacionais

Assunto:

Entrega Resultado Verifikasioun Variation Order

3. INSTRUÇÃO DO DIRETOR DO SGP

Data do Despacho: 17 / 2 /2025

Para Sr/a

1. Sr/a Mauricio Borges
2. Sr/a Raeis Viana
3. Sr/a Larissa Pires

Despacho:

Harc Antu ilo nis

Assinatura :


Mauricio Borges



AGÊNCIA DE DESENVOLVIMENTO NACIONAL, I. P.

Díli, 12 de Fevereiro 2025

No. Ref : 0244/ADN/II/2025

Hato'o ba : Sr. Mauricio Borges
Director Executivo SGP

Assuntu : Entrega Resultado Verifikasioun Variation Order

Ho Respeito,

Bazeia ba encontro CAFI ne'ebe maka halao iha dia 4 de Fevereiro de 2025, ne'ebe iha parte Diversos husi parte ADN hato'o konaba servisu Variation Order ba Projecto "**New Construction of MPO-ADN I.P. Office**". ne'ebe hetan ona aprovisaun. Ho ida ne'e ADN entrega resultado verifikasioun ba Variation Order ho nia montante \$ 92,611.21 (**Dokumentos Anexo**).

Maka ne'e deit, ba atensaun tomak ami hato'o obrigada wain.

Dili, 12 de Fevereiro de 2025

Rui Lourenco da Costa
Director Executivo ADN.I.P





AGÊNCIA DE DESENVOLVIMENTO NACIONAL, I.P.

PROJECT NAME : New Construction of "MPO-ADN, I.P." Office

Contract No : ICB/038/MPO-2022

CONTARTOR : BOBOLAIT LDA

SUMMARY

Nu.	DESCRIPTION	ORIGINAL CONTRACT	VARIATION ORDER (VO 1)					
			REVISED APPROVED BY MOP			ADN VERIFIED		
			ADD (+)	DEDUCT (-)	REVISED	ADD (+)	DEDUCT (-)	REVISED
a	PREPARATION WORK	\$ 12,991.08	\$ -	\$ -	\$ 12,991.08	\$ -	\$ -	\$ 12,991.08
b	PRINCIPAL BUILDING	\$ 1,341,499.29	\$ 80,316.45	\$ -	\$ 1,921,815.74	\$ 79,081.03	\$ -	\$ 1,920,580.32
c	LOGISTICS, ARCHIVE & CANTEEN	\$ 135,006.00	\$ 3,459.11	\$ 625.00	\$ 137,840.11	\$ 3,459.37	\$ 625.14	\$ 137,840.23
d	SECURITY POST	\$ 21,813.27	\$ -	\$ -	\$ 21,813.27	\$ 0.79	\$ 0.01	\$ 21,814.06
e	GENSET ROOM	\$ 64,267.29	\$ -	\$ -	\$ 64,267.29	\$ -	\$ -	\$ 64,267.29
f	LANDSCAPING AND FENCE.	\$ 203,882.42	\$ -	\$ -	\$ 203,882.42	\$ -	\$ -	\$ 203,882.42
A	TOTAL (A+B+C+D+E+F)	\$ 2,279,459.35	\$ 83,775.57	\$ 625.00	\$ 2,362,609.92	\$ 82,541.19	\$ 625.14	\$ 2,361,375.40
B	CONTRACTOE FEE (10% x A)	\$ 227,945.94	\$ 8,377.56	\$ 62.50	\$ 236,260.99	\$ 8,254.12	\$ 62.51	\$ 236,137.54
C	OVERHEAD	\$ 21,870.00		\$ -	\$ 21,870.00	\$ -	\$ -	\$ 21,870.00
D	TAX (2% X (A+B+C))	\$ 50,585.51	\$ 1,843.06	\$ 13.75	\$ 52,414.82	\$ 1,815.91	\$ 13.75	\$ 52,387.66
E	CONTIGENCY	\$ 121,832.82	\$ -	\$ -	\$ 121,832.82	\$ -	\$ -	\$ 121,832.82
F	GRAND TOTAL	\$ 2,701,693.61	\$ 93,996.19	\$ 701.25	\$ 2,794,988.55	\$ 92,611.21	\$ 701.41	\$ 2,793,603.42

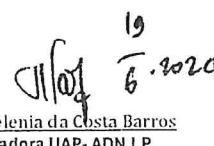
Verified by :


Eng. Madelino Reonizio J. Magno
Engineer of ADN, I.P.

Checked By :


Eng. Johannes Hornay
Senior Engineer EPMEITC- ADN, I.P.

Certified By :


Eng. Melenia da Costa Barros
Coordenadora UAP- ADN,I.P.



AGÊNCIA DE DESENVOLVIMENTO NACIONAL, I. P.

Dili, 13 de Junho de 2024

Nota Informativa Técnica

Hato' o ba : Sra. Melenia da Costa Barros
Koordenadora UAP – A D N, IP.

Assunto : Nota informativa Técnica – New Construction of "MPO-ADN, I.P." Office

INTRODUSAUN

- **Mandatu de Servisu**

- Eng. Johanes Koordena ho Eng. UAP verifika didiak dok. ne'e antes rekomenda. (Data:03/06/2024).
(Clasifikasiun : Normal)
- Eng. Madelino , atu Verifica kordena ho Eng. Egidio
(Data:04/06/2024)

- **Objectivo**

Verifika Kusto

- **Metodu servisu**

Verifika dokumentus

I. REZULTADU

Rezultadu verifikasiun maka hanesan tuir mai :

1. Naran Projecto : New Construction of "MPO-ADN, I.P." Office
2. Oritginal Contract : \$ 2,701,693.61
3. Proposta VO : \$ 2,794,988.55
4. Verifikadu (\$) : \$ 2,793,603.42

II. NOTA INFORMATIVA NO REKOMENDASAUN

1. Dokumento ida nee atu Verifika Kustu ba item foun tuir Proposta husi Owner
2. Presu Unitario ne'ebe iha ona Original Kontrak, sei tuir nafatin presu unitario Original Kontrak
3. Iha Redusaun ba kusto Total hosi Projeto nain nian tamba iha diferencia ba utilizasaun UPA no Preco Material.



AGÊNCIA DE DESENVOLVIMENTO NACIONAL, I. P.

III. Verifikador UAP – ADN, I.P. :

1. Eng.Madelino D J Magno:
Civil Engineer, ADN-IP

Avaliador:

(Eng.Johannes Hornay)
Senior Engineer – EPMEITCM, ADN-IP

FORMULAR DESPASHO

Data entrada : 3/5/2024

Asunto : *scrifikasaun narration order*

Naran Projecto : *New construction of MPO-ADN, I.P. office*

Projecto Nain : *MOP*

Naran Companhia :

Clasifikasioun : Urgente Normal

Despacho :

*eng. johanes coordena ho eng. msp verifica dindra
dat nara antes recomenda.*

3/5/2024

*Eng Machino afv Verifica avorin ho ELS
tais
f 9/5/24.*

M5B iha





AGÊNCIA DE DESENVOLVIMENTO NACIONAL, I. P.

CHECK LIST DOKUMENTOS BA VARIATION ORDER & ADDITIONAL

PROJECTO NAIN / KOMPANHIA : Babolaít Lda (Variation order)

No	DOKUMENTOS NIA NARAN	
1.	Karta Akompanhamento Husi Projecto Nain	✓
2.	Desenhu tenke iha HVS Medida A3 no hetan Aprovasaun husi Projetu Nain no Ministerio (MOP)	✓ ?
3.	Cost Estimasaun ho BOQ Tenke Hetan Aprovasaun Husi Projetcu Nain ou Ministerio (MOP)	✓
4.	Agreement Contract	✓
5.	Soft Copy (BOQ iha Excel) no (Desenho iha Auto Cad) /USB	✓



REPÚBLICA DEMOCRÁTICA DE TIMOR-LESTE
MINISTÉRIO DO PLANO E DO ORDENAMENTO

CONTRACT
FOR
NEW CONSTRUCTION OF "MPO-ADN, I.P." OFFICE
ICB/038/MPO-2022

BETWEEN
MINISTRY OF PLANNING AND TERRITORY
AND
BOBOLAIT, LDA

December 2022

Contract Agreement

THIS AGREEMENT made the 21st day of December, 2022, between Ministry of Planning and Territory – ADN L.P (hereinafter “the Employer”), of the one part, and Bobolait, Lda with office in Rua Culuhun - Dili (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as New Construction of “MPO-ADN, I.P.” Office – (CB 038/MPO-2022) should be executed by the Contractor, and has accepted a Bid of Two Million, Seven Hundred and One Thousand, Six Hundred, Ninety Three Sixty One Cents United States Dollars (US\$ 2,701,693.61) inclusive of all taxes, duties and all other expenses by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a. Contract Agreement,
 - b. Letter of Acceptance,
 - c. Letter of Technical Bid,
 - d. Addenda No. 1 & Clarifications No.1,
 - e. The Particular Conditions of Contract,
 - f. General Conditions of Contract,
 - g. Specifications,
 - h. Drawings,
 - i. Completed Schedules including Bill of Quantities, and
 - j. Any other documents shall be added here.
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. Payment shall be made to the following bank account:

Account Name: Bobolait, Lda
Account Number: 210 011 106 05
IBAN No: IBAN: TL3800 4000 2100 1110 6057 4
Bank Name: Banco Nacional de Comercio de Timor-Leste (BNCTL)

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Republic of Timor-Leste on the day, month and year indicated above.

For and on behalf of the Employer:


H.E. Mr. José Maria dos Reis
Vice Prime Minister & Ministry of Planning and Territory

For and on behalf of the Contractor:


Mr. Carlito M. S. Pereira
Director Company of Bobolait, Lda

PARTICULAR CONDITION OF CONTRACT

Section 8: Particular Conditions of Contract

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

A. General

GCC 1.1 (r)	The Employer is MINISTRY OF PLANNING AND TERRITORY (MPO)
GCC 1.1 (w)	The Intended Completion Date for the whole of the Works shall be 18 months reckoned from the date the Contractor receives the Notice-to-Proceed from the Employer.
GCC 1.1 (cc)	The Project Manager is: Fransisco X.D.D. Jeronimo. Chief of EPAS AND I.P
GCC 1.1 (ff)	The Site is located at: Dili
GCC 1.1 (ii)	The Start Date shall be: 14 Days upon receipt of Notice to Proceed from Employer
GCC 1.1 (mm)	The Works consist of: Please refer to the approved BoQ and design/drawings
GCC 2.2	Sectional Completions are: Not Applicable
GCC 2.3 (j)	The following documents also form part of the Contract: Not Applicable
GCC 3.1	The language of the contract is: English The law that applies to the Contract is the law of Democratic Republic of Timor-Leste
GCC 8.2	The Contractor shall acquire and pay for all permits and all licenses in accordance with 8.2 (b).
GCC 14.1	Schedule of other contractors: Not Applicable
GCC 19.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: 100% of the Contract Price (b) for loss or damage to Equipment: US\$ 200,000 (Two hundred thousand United States Dollars) (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: US\$ 200,000 (Two hundred thousand United States Dollars) (d) for personal injury or death: (i) of the Contractor's employees: US\$ 100,000 per person and US\$ 2,000,000 as aggregate (ii) of other people: US\$ 100,000 per person and US\$ 2,000,000 as aggregate
GCC 20.1	Site Investigation Reports are: Site Investigation Reports referred to in the Section 6
GCC 23.1	The following shall be designed by the Contractor: Shop and As Built Drawings

8.1	The Site Possession Date(s) shall be: on the same date as Start Date
8.1	Appointing Authority for the Adjudicator: The Chairman, Timor-Leste Chamber of Commerce
8.3	The Adjudicator shall be paid by the hour at the rate of: US\$375
8.4	<p>Institution whose arbitration procedures shall be used:</p> <p>(a) Contracts with foreign contractors:</p> <p>International arbitration shall be conducted in accordance with the rules of Singapore International Arbitration Centre (SIAC).</p> <p>Arbitration shall be administered by SIAC shall be the institution to administer the arbitration.</p> <p>The place of arbitration shall be: the place of the institution administering the arbitration.</p> <p>(b) Contracts with domestic contractors:</p> <p>Arbitration shall be conducted in accordance with the laws of the Employer's country.</p>
8.1	<p>The following sentence shall apply:</p> <p>Respectful Work Environment</p> <p>The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.</p> <p>The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and Subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request.</p>

Time Control

8.1	The Contractor shall submit for approval a Program for the Works within 60 days from the date of the Letter of Acceptance.
8.3	The period between Program updates is 14 days.

	The amount to be withheld for late submission of an updated Program is \$15,000.
D Quality Control	
GCC 43.1	The Defects Liability Period is: three hundred sixty five (365) days.
GCC 45.1	<ul style="list-style-type: none"> • The total Contract Price = US\$ 2,701,693.61 inclusive of all taxes and duties and other expenses • Contractor Bank Account information, where the payment to the contractor will be made: <p>Account Name : Bobolait, Lda Account No : 210-011-10605 Bank Name : Banco Nacional de Comercio de Timor-Leste (BNCTL) Bank Address : Avenida Nicolau Lobato, Dili, Timor-Leste Bank IBAN : TL3800-4000-2100-1110-6057-4</p>
E Cost Control	
GCC 53.1	The currency of the Employer's country is: United States Dollar
GCC 54.1	The Contract is not subject to price adjustment in accordance with GCC Clause 54, and the following information regarding coefficients does not apply.
GCC 55.1	The proportion of payments retained is: Five Percent (5%)
GCC 56.1	The liquidated damages for the whole of the Works are 0.05% of the final Contract per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
GCC 57.1	Not Applicable
GCC 58.1	<p>The Advance Payments shall be: Twenty percent (20%) of the Accepted Contract</p> <p>The Advance Payment shall be paid to Contractor no later than twenty eight (28) days after the receipt of the Advance Payment Guarantee and copies of the Insurance Policies.</p> <p>In case the bank issuing the advance payment security is located outside Timor-Leste, it shall have a correspondent bank or financial institution located in the territory of Timor-Leste to make the guarantee enforceable.</p>
GCC 58.3	Repayment of the Advance Payments shall be: 15% from each payment certificate
GCC 59.1	<p>The performance security will be in the form of an unconditional bank guarantee in the amount(s) 10% of the Accepted Contract Amount</p> <p>In case the bank issuing the performance security is located outside Timor-Leste, it shall have a correspondent bank or financial institution located in the territory of Timor-Leste to make the guarantee enforceable.</p>

Finishing the Contract

	The date by which operating and maintenance manuals are required is: 28 days prior to the completion certificate.
	The date by which "as built" drawings are required: 28 days prior to the completion certificate.
	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 72.1 is \$ 25,000.00
72.12 (n)	The maximum number of days is: 28
72.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 20%



**DEMOCRATIC REPUBLIC OF TIMOR LESTE
MINISTERIO DO PLANO E INVESTIMENTO ESTRATEGICO**

CONTRACT PACKAGE NO, ICB/038/MPO-2022

contractor BOBOLAIT, Lda

VARIATION ORDER

(VO 1)

(PERIOD : MAY, 2024)

PROJECT TITLE

"NEW CONSTRUCTION OF MPO-ADN.IP OFFICE" ,

OWNER

MINISTERIO DO PLANO E INVESTIMENTO ESTRATEGICO

(MPIE)

AGENCIA DEZEMVOLVIMENTO NACIONAL, INSTITUTO PUBLICO
(ADN.IP)



BOBOLAIT, Lda

Architect & Construction

Head Office :
Rua. Culuhun - Dili, East Timor
Mobile : 7232950, 7505555, Telp. 3331013
email : www.carlito_bobolait62@yahoo.com

Branch Office :
Boracéia Laran, Metiana-Bobonaro District
Mobile : +(670)7232950, 7505555
email : www.carlito_bobolait62@yahoo.com

- Hato'oba : Sr. Arq. Agostinho de Deus.
Director DNE - MOP.
- Husi : Jose da Cruz Henriques, ST
Project Manager companhia Bobolait,Lda
- Assunto : Pedido Approvasaun ba Item Servisu Addisional ho Volume Over iha Terrenu.

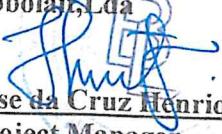
Ho respeito,

Bazeia ba assunto iha leten ami husi companhia Bobolait,Lda nebe'e halao servisu ba projecto New Construction of "MPO-ADN, LP" Office ho Numero Contrato ICB/038/MPO-2022. Liu husi carta ida ne'e ami hakarak hato'o ba Ex.mo Senhor Director DNE-MOP atu bele fasilita ekipa tekniku husi DNE-MOP atu halo verifikasiasaun no Approvasaun ba Item Servisu ne'ebe Volume Aumenta iha Terrenu. Hodi nune'e parte Owner bele halo amandement Contract ba Item Servisu Addisional no ami bele submete fila fali iha Pagamentu tuir mai. Dezenho ho BOQ ba Item serbisu hirak ne ami Anexo. Tamba ne'e ami hato'o ba ex-mo senhor Director DNE-MOP atu fasilita prosesu refere no halo Aprovasaun iha tempu badak.

Mak ne'e deit ba ita hotu nia kolaborasaun no servisu hamutuk ami hato'o obrigado wain.

Dili, 16 de Maio de 2024

Bobolait,Lda


Jose da Cruz Henriques, ST
Project Manager