**ESCLARECIMENTO N.º 1**
**10 de Novembro de 2026**

**CONSULTORIA DE GESTÃO DE PROJETOS PARA OS SERVIÇOS DE SUPERVISÃO DO CONTRATO DE DESENHO E CONSTRUÇÃO DA AUTOESTRADA DE ZUMALAI A NATARBORA, LOTE 3: SECÇÃO 3 – UMA BERLOIC – NATARBORA (SEG. 85+259 – SEG. 110+787) E DO CONTRATO DE CONSTRUÇÃO DA ESTRADA DE ACESSO ENTRE O NÓ DE LIGACAÇÃO DA AUTOESTRADA E A ÁREA DO POLO INDUSTRIAL (TENDER-RFP/245/MPRM-2026)**

Caros Candidatos,

Serve a presente para comunicar a emissão de um conjunto de retificações às peças de procedimento do projeto em epígrafe, através do Esclarecimento n.º 1, em anexo.

Solicita-se a V. Exas. a confirmação da boa receção do supracitado Esclarecimento.

**Hermingardo Albano Soares**
Diretor Executivo da CNA

*Anexo:*
- *Esclarecimento n.º 1*

**CLARIFICATION NO. 1**

**10 November 2026**

**PROJECT MANAGEMENT CONSULTANT FOR THE SUPERVISION WORKS OF DESIGN-BUILD CONTRACT FOR THE HIGHWAY FROM ZUMALAI TO NATARBORA - LOT 3: SECTION 3 – UMA BERLOIC – NATARBORA HIGHWAY (STA. 85+259 - STA. 110+787) – AND CONSTRUCTION CONTRACT FOR THE ACCESS ROAD BETWEEN HIGHWAY INTERSECTION AND THE INDUSTRIAL HUB AREA (TENDER-RFP/245/MPRM-2026)**

Dear Consultants,

A set of Clarification of the Request for Proposal (RFP) for the above-mentioned project is hereby issued in the form of Clarification No.1 as enclosed.

Kindly acknowledge receipt of this Clarification No.1

Enclosed: Clarification No.1

**Hermingardo Albano Soares**
Executive Director of National Procurement Commission (NPC)

*Annex:*
- *Clarification No.1*

**PROJECT MANAGEMENT CONSULTANT FOR THE SUPERVISION WORKS OF DESIGN-BUILD CONTRACT FOR THE HIGHWAY FROM ZUMALAI TO NATARBORA - LOT 3: SECTION 3 – UMA BERLOIC – NATARBORA HIGHWAY (STA. 85+259 - STA. 110+787) – AND CONSTRUCTION CONTRACT FOR THE ACCESS ROAD BETWEEN HIGHWAY INTERSECTION AND THE INDUSTRIAL HUB AREA (TENDER-RFP/245/MPRM-2026)**

**CLARIFICATION NO. 1**

**10 November 2026**

This Clarification No.1 is issued in accordance with the ITC 13.1 of Section 1 (Instructions to Consultants) of the Request for Proposal (RFP).

| No. | QUERIES / QUESTIONS | RESPONSES |
|---|---|---|
| 1. | **What additional delivery risk justifies the higher qualification thresholds?**<br>The Lot 3 highway remains approximately **25.53 km**, and the staffing scope appears broadly comparable. Please provide a side-by-side comparison of the previous and current thresholds, identify which requirements have nearly doubled, and explain what changes in scope, complexity, staffing, or cash exposure justify each increase. In particular, how were the **USD 10 million minimum value for each of three similar consultancy contracts** and the **USD 10 million average annual turnover** calibrated to this assignment?<br>*Reference — RFP Section 3, items 1.1 and 1.6.* | • The USD 10,000,000 thresholds are set in proportion to the Maximum Budget. They are intended to ensure that the Consultant has already delivered, and has the turnover to sustain, contracts of a comparable size and complexity. |
| 2. | **Can a JV demonstrate comparable delivery responsibility when its contractual share falls below the experience threshold?**<br>For example, a JV partner with a **40% share of a USD 20 million consultancy contract** would be credited with **USD 8 million** on a participation-value basis. If that partner led design review or construction supervision and can document its responsibilities, would the Committee accept that evidence as equivalent? Please provide a worked example showing how qualifying references from different members of the bidding JV may be combined.<br>*Reference — RFP Section 3, item 1.1, and Form TECH-2B.* | • **No.** For JV references, 1.1 credits only the value of the Consultant's participation ("In case of JV, the magnitude is considered based on the value of the participation"; Section 3, Currency Conversion). "A 40% share of USD 20,000,000 is credited as USD 8,000,000. That is below the USD 10,000,000 required for each project." Clear evidence of the participation in Contracts as JV member shall be provided.<br>• **No combining.** If the Consultant submitting a Proposal for this tender is a JV, each reference is assessed on its own, at the participation value of the JV member that performed it. Values cannot be added across different reference projects, or across JV members, to reach USD 10,000,000. |
| 3. | **How far does the eligibility restriction for Lots 1 and 2 extend?**<br>If a firm is currently performing Lot 2 as a minority JV partner, does the restriction also apply when it joins a differently constituted JV for Lot 3? Please clarify how the rule applies to lead firms, non-lead JV | • The restriction applies to the Consultant as a single entity and to every JV member (Section 3, Preliminary Examination: "Must meet requirements" for Single Entity, Each Partner and One Partner). It applies whatever the firm's share |

**PROJECT MANAGEMENT CONSULTANT FOR THE SUPERVISION WORKS OF DESIGN-BUILD CONTRACT FOR THE HIGHWAY FROM ZUMALAI TO NATARBORA - LOT 3: SECTION 3 – UMA BERLOIC – NATARBORA HIGHWAY (STA. 85+259 - STA. 110+787) – AND CONSTRUCTION CONTRACT FOR THE ACCESS ROAD BETWEEN HIGHWAY INTERSECTION AND THE INDUSTRIAL HUB AREA (TENDER-RFP/245/MPRM-2026)**

**CLARIFICATION NO. 1**

**10 November 2026**

This Clarification No.1 is issued in accordance with the ITC 13.1 of Section 1 (Instructions to Consultants) of the Request for Proposal (RFP).

| No. | QUERIES / QUESTIONS | RESPONSES |
|---|---|---|
| | members, subconsultants, and individual experts, and whether the Committee determines eligibility at submission or at award.<br>*Reference — RFP Section 3, Preliminary Examination, pp. 42–43.* | in the Suai Supply Base, Lot 1 or Lot 2 contract, including a minority share.<br>• **Lead firm and non-lead JV members.** If the lead firm or any other JV member has been selected for award of, or is currently performing, the PMC for the Suai Supply Base or for Lot 1 or Lot 2, or is a design consultant to a DBF Contractor of MPRM, the whole Proposal is ineligible. |
| 4. | **Which schedule and staffing assumptions must every bidder use to price concurrent work?**<br>The TOR gives **42 months for the highway** and **18 months for the access road**, each including its own **12-month defects liability period**. The SCC gives a **42-month overall contract period**, and the Data Sheet estimates **380 key-expert and 649 non-key-expert person-months**. Please confirm the assumed start dates and overlap, whether those inputs cover both contracts and both defects periods, and how additional PMC services would be treated if a works delay pushes either defects period beyond the priced programme.<br>*Reference — TOR §§11.1–11.2, ITC Data Sheet 14.1(b), and SCC 14.1.* | • Every Bidder should use the schedule and staffing assumptions presented in the Excel sheet "PMC Highway LOT-3 & Access Road" provided together with the RFP document. This covers both contracts and both defects periods.<br>• The variation mechanism is stipulated in III. Special Conditions of Contract, GCC Clause Reference 41.2:<br>"In relation to Milestone-4 "Construction", payment will be made by monthly instalments of US$[xxxxxx] each up to a maximum of 24 instalments. Should the Construction Period not be completed within 24 months of the starting of the construction other than due to the fault or negligence of the Consultant, the Employer will determine the Key Expert(s) required for the outstanding Services required up to the completion of the construction and monthly payments payable to the Consultant should be calculated on the basis of the costs of such Key Expert(s) as per the pricing information disclosed by the Consultant in their Proposal." |
| 5. | **How will the Committee assess design-review experience across FIDIC contract forms?**<br>Item 1.3 asks for evidence of acting as the **Engineer** under the Yellow and/or Silver Books. For a Silver | • The Evaluation Committee will assess design review experience across FIDIC contract forms based on evidence from previous contracts in which the Consultant participated in a role similar to that required under this assignment, either |

**PROJECT MANAGEMENT CONSULTANT FOR THE SUPERVISION WORKS OF DESIGN-BUILD CONTRACT FOR THE HIGHWAY FROM ZUMALAI TO NATARBORA - LOT 3: SECTION 3 – UMA BERLOIC – NATARBORA HIGHWAY (STA. 85+259 - STA. 110+787) – AND CONSTRUCTION CONTRACT FOR THE ACCESS ROAD BETWEEN HIGHWAY INTERSECTION AND THE INDUSTRIAL HUB AREA (TENDER-RFP/245/MPRM-2026)**

**CLARIFICATION NO. 1**

**10 November 2026**

This Clarification No.1 is issued in accordance with the ITC 13.1 of Section 1 (Instructions to Consultants) of the Request for Proposal (RFP).

| No. | QUERIES / QUESTIONS | RESPONSES |
|---|---|---|
| | Book assignment, will the Committee accept documented equivalent functions performed as the **Employer's Representative**? Please also confirm who will have authority under each Lot 3 works contract to issue design-review determinations, certify payments, and act when a safety-critical nonconformance is identified.<br>*Reference — RFP Section 3, items I.3 and II.1–II.3.* | independently or as part of a Joint Venture (JV). The submitted evidence shall clearly demonstrate that the relevant contracts were carried out under the FIDIC Yellow Book and/or Silver Book. |

**ESCLARECIMENTO N.º 2**

**17 de Novembro de 2026**

**CONSULTORIA DE GESTÃO DE PROJETOS PARA OS SERVIÇOS DE SUPERVISÃO DO CONTRATO DE DESENHO E CONSTRUÇÃO DA AUTOESTRADA DE ZUMALAI A NATARBORA, LOTE 3: SECÇÃO 3 – UMA BERLOIC–NATARBORA (SEG. 85+259 – SEG. 110+787) E DO CONTRATO DE CONSTRUÇÃO DA ESTRADA DE ACESSO ENTRE O NÓ DE LIGAÇÃO DA AUTOESTRADA E A ÁREA DO POLO INDUSTRIAL**
**(TENDER-RFP/245/MPRM-2026)**

Caros Candidatos,

Serve a presente para comunicar a emissão de um conjunto de esclarecimentos às peças de procedimento do projeto em epígrafe, através do Esclarecimento n.º 2, em anexo.

Solicita-se a V. Exas. a confirmação da boa receção do supracitado Esclarecimento.

**CLARIFICATION NO. 2**

**17 November 2026**

**PROJECT MANAGEMENT CONSULTANT FOR THE SUPERVISION WORKS OF DESIGN-BUILD CONTRACT FOR THE HIGHWAY FROM ZUMALAI TO NATARBORA - LOT 3: SECTION 3 – UMA BERLOIC – NATARBORA HIGHWAY (STA. 85+259 - STA. 110+787) – AND CONSTRUCTION CONTRACT FOR THE ACCESS ROAD BETWEEN HIGHWAY INTERSECTION AND THE INDUSTRIAL HUB AREA**
**(TENDER-RFP/245/MPRM-2026)**

Dear Bidders,

A set of Clarification of the Request for Bid (RFB) for the above-mentioned project is hereby issued in the form of Clarification No.2 as enclosed.

Kindly acknowledge receipt of this Clarification No.2

**Hermenegarde Albano Soares**
Director-Executivo da CNA

*Anexo/Annex:*
- *Esclarecimento n.º 2/ Clarification*

*Anexo/Annex:*
*- Esclarecimento n.º 2/ Clarification*

# PROJECT MANAGEMENT CONSULTANT FOR THE SUPERVISION WORKS OF DESIGN-BUILD CONTRACT FOR THE HIGHWAY FROM ZUMALAI TO NATARBORA - LOT 3: SECTION 3 – UMA BERLOIC – NATARBORA HIGHWAY (STA. 85+259 - STA. 110+787) – AND CONSTRUCTION CONTRACT FOR THE ACCESS ROAD BETWEEN HIGHWAY INTERSECTION AND THE INDUSTRIAL HUB AREA (TENDER-RFP/245/MPRM-2026)

## CLARIFICATION NO. 2

**17 November 2026**

This Clarification No.2 is issued in accordance with the ITC 13.1 of Section 1 (Instructions to Consultants) of the Request for Proposal (RFP).

| No. | QUERIES / QUESTIONS | RESPONSES |
|---|---|---|
| 1. | **Eligibility, Participation Restrictions and Conflict of Interest.**<br>*Reference: ITC 3, Data Sheet ITC 11.1, and Section 3 – Preliminary Examination and Determination of Award.*<br><br>The RFP establishes award restrictions concerning Consultants selected for or currently performing certain MPRM consultancy assignments, including the Suai Supply Base and Highway Lots 1 and 2, as well as Consultants currently engaged by DBF Contractors in design services.<br>Kindly clarify:<br>a. Whether these restrictions apply to individual JV members, affiliates, sub-consultants and proposed experts, or only to the Consultant/JV submitting the proposal.<br>b. Whether Consultants participating in other concurrent MPRM procurement procedures remain eligible to submit a proposal for Lot 3, subject to the stipulated award restrictions.<br>c. How the restrictions will be applied where a Consultant or one of its JV members becomes eligible for award under more than one MPRM assignment during the evaluation or contract negotiation period. | a. **Scope of the restriction.** The restriction applies to the Consultant as a single entity and to the lead member and **every** member of a JV. It applies whatever a member's share in the other assignment (Section 3, Preliminary Examination: "Must meet requirements" for Single Entity, Each Partner and One Partner; Section 3, Determination of Award).<br>b. **Concurrent MPRM procedures.** Participating in other concurrent MPRM procurement procedures does not, by itself, make a Consultant ineligible to submit a Proposal for Lot 3. The restrictions apply to Consultants that have been selected for award of, or are currently performing, the listed assignments. Eligibility is checked at the Preliminary Examination and again at award.<br>c. **More than one assignment.** If a Consultant, or any of its JV members, is selected for award of the PMC for the Suai Supply Base or for Highway Lot 1 or Lot 2 before the Lot 3 Contract is awarded, it becomes ineligible for award of Lot 3. If the same Consultant is evaluated as having the Most Advantageous Proposal for both the Suai Supply Base / Centre of Excellence PMC and Lot 3, the Proposal Evaluation Committee will award only one of the two. In doing so it will take into account the evaluation criteria, the Consultant's capacity, Expert availability and value for money (Section 3, Determination of Award). Eligibility must be maintained throughout the Contract (GCC 46.1).<br><br>**Joint Ventures are limited to a maximum of three (3) companies. An Addendum will be issued for this.** |

**PROJECT MANAGEMENT CONSULTANT FOR THE SUPERVISION WORKS OF DESIGN-BUILD CONTRACT FOR THE HIGHWAY FROM ZUMALAI TO NATARBORA - LOT 3: SECTION 3 – UMA BERLOIC – NATARBORA HIGHWAY (STA. 85+259 - STA. 110+787) – AND CONSTRUCTION CONTRACT FOR THE ACCESS ROAD BETWEEN HIGHWAY INTERSECTION AND THE INDUSTRIAL HUB AREA (TENDER-RFP/245/MPRM-2026)**

**CLARIFICATION NO. 2**

**17 November 2026**

This Clarification No.2 is issued in accordance with the ITC 13.1 of Section 1 (Instructions to Consultants) of the Request for Proposal (RFP).

| No. | QUERIES / QUESTIONS | RESPONSES |
|---|---|---|
| 2. | **Similar Project Experience and FIDIC Qualification**<br>*Reference: Section 3, Criteria I.1–I.3; ToR Section 4; Form TECH-2B.*<br><br>Criterion I.1 refers to three successfully completed similar consulting assignments, each with a consulting contract value of USD 10 million, within the last ten years. The ToR separately refers to at least two similar assignments acting as the Engineer under FIDIC Yellow Book contracts within the last seven years.<br>Kindly clarify:<br>a. Whether both requirements constitute mandatory qualification conditions or whether they are assessed exclusively through the technical scoring system.<br>b. Whether the required comparable project references may be collectively demonstrated by different JV members and whether the USD 10 million threshold is assessed solely against each member's attributable consulting contract value.<br>c. Whether assignments with successfully completed substantive services, but with ongoing defects liability obligations, may be considered completed for evaluation purposes.<br>d. Whether equivalent design-build, EPC or DBF consultancy assignments may qualify under Criterion I.1 and what evidence is required to demonstrate FIDIC Yellow/Silver Book contract administration experience under Criterion I.3. | a. **Status of the requirements.** Both requirements are scoring system conditions.<br>b. **JV references.** For JV references, the USD 10,000,000 threshold is assessed solely against the attributable participation value of the JV member concerned (I.1: "the magnitude is considered based on the value of the participation"). Values cannot be combined across members or across reference projects to reach USD 10,000,000.<br>c. **Ongoing Defects Liability Period.** An assignment is considered completed when its substantive services have been completed and this is evidenced by a completion certificate/taking-Over Certificate or equivalent Employer certification.<br>d. **Similar assignments and evidence.** Under I.1, consultancy assignments for the design review and construction supervision of highway or road works under design-build, EPC or DBF contracts qualify where they are similar in scope to the ToR.<br><br>For FIDIC Yellow/Silver Book contract: please refer to **Clarification No.1, Responses #5.** |
| 3. | **Financial Capacity Requirements for Joint Ventures**<br>*Reference: Section 3, Criteria I.4–I.6; Forms FSP-1 and FSP-2.* | a. Please refer to Section 3: Evaluation and Qualification Criteria, **"In case of JV, all Member Combined N/A, one Member must meet the 50% of the Requirement, and each** |

**PROJECT MANAGEMENT CONSULTANT FOR THE SUPERVISION WORKS OF DESIGN-BUILD CONTRACT FOR THE HIGHWAY FROM ZUMALAI TO NATARBORA - LOT 3: SECTION 3 – UMA BERLOIC – NATARBORA HIGHWAY (STA. 85+259 - STA. 110+787) – AND CONSTRUCTION CONTRACT FOR THE ACCESS ROAD BETWEEN HIGHWAY INTERSECTION AND THE INDUSTRIAL HUB AREA (TENDER-RFP/245/MPRM-2026)**

**CLARIFICATION NO. 2**

**17 November 2026**

This Clarification No.2 is issued in accordance with the ITC 13.1 of Section 1 (Instructions to Consultants) of the Request for Proposal (RFP).

| No. | QUERIES / QUESTIONS | RESPONSES |
|---|---|---|
| | The RFP specifies working capital of USD 1.3 million, average net worth of USD 4 million and minimum average annual turnover of USD 10 million. Criteria 1.4 and 1.5 include the wording "all Member Combined N/A," while also specifying individual-member requirements.<br>Kindly confirm:<br>a. The required aggregate financial capacity of a JV and the precise application of the 50% and 25% member-level requirements under each criterion.<br>b. Whether the average net worth requirement must be satisfied collectively by all JV members or by the lead member and selected members, subject to the prescribed lead-member contribution.<br>c. The applicable financial reporting years and whether the turnover calculation includes all eligible consultancy services contracts or only assignments comparable to the present project.<br>d. Whether failure to meet an individual financial threshold constitutes a qualification failure or is subject to the technical scoring methodology. | **Member must meet the 25% of the Requirement."**<br>**b.** Please refer to Section 3: Evaluation and Qualification Criteria, **"In case of JV, all Member Combined N/A, one Member must meet the 50% of the Requirement, and each Member must meet the 25% of the Requirement."**<br>**c. Reporting years.** Last three full financial years. as shown in Form FSP-2. Financial statements must be audited or certified, complete, and relate to the Consultant or JV member itself, not to an affiliate (Form FSP-1). Turnover is calculated as total in those years.<br>**d. Effect of a shortfall.** 1.4 to 1.6 are scored sub-criteria (50, 25 and 25 points), rated on the Section 3 scale.<br>A shortfall reduces the score and is not a separate qualification failure. However, criterion 1 (Qualification of the Firm) as a whole must reach 66.7%, and the overall Technical Score must reach 667 points (Section 3, Phase 1(b)). |
| 4. | **Technical Evaluation and Key Expert Qualification**<br>*Reference: Section 3 – Evaluation and Qualification Criteria; ToR Section 10.*<br>The RFP establishes a maximum technical score of 1,000 points, a minimum overall score of 667 points, and a minimum passing score of 66.7% for each major technical evaluation criterion.<br>Kindly clarify:<br>a. The applicable scoring treatment where a Consultant satisfies the overall technical threshold | a. **Minimum scores.** A Proposal passes only if it meets both of the following (Section 3, Technical Proposals Evaluation; DS-ITC 22.1):<br>• a score of **at least 66.7%** in each evaluation criterion (Qualification of the Firm, Approach and Methodology, and Key Experts' Qualifications) to pass in the Technical Proposal Evaluation.<br>• a minimum overall score of 667 points.<br>A Proposal that reaches 667 points overall but scores below 66.7% in any one criterion fails the Technical Evaluation, and its Financial Proposal will not be opened. |

**PROJECT MANAGEMENT CONSULTANT FOR THE SUPERVISION WORKS OF DESIGN-BUILD CONTRACT FOR THE HIGHWAY FROM ZUMALAI TO NATARBORA - LOT 3: SECTION 3 – UMA BERLOIC – NATARBORA HIGHWAY (STA. 85+259 - STA. 110+787) – AND CONSTRUCTION CONTRACT FOR THE ACCESS ROAD BETWEEN HIGHWAY INTERSECTION AND THE INDUSTRIAL HUB AREA (TENDER-RFP/245/MPRM-2026)**

**CLARIFICATION NO. 2**

**17 November 2026**

This Clarification No.2 is issued in accordance with the ITC 13.1 of Section 1 (Instructions to Consultants) of the Request for Proposal (RFP).

| No. | QUERIES / QUESTIONS | RESPONSES |
|---|---|---|
| | but falls below a specified sub-criterion requirement.<br>b. Whether a proposed Key Expert who does not fully satisfy an individual qualification or experience requirement results in rejection of the proposal, a zero score for that expert, or a reduced score under the relevant sub-criteria.<br>c. Whether additional specialist personnel proposed to strengthen technical delivery, beyond the 17 specified Key Experts, may be considered under the methodology, organization and staffing criteria without altering the prescribed Key Expert scoring structure. | b. **Key Experts below a requirement.** A Key Expert who does not fully meet a qualification or experience requirement receives a reduced rating under sub-criteria A (General Qualifications, 20%), B (Project-Related Experience, 75%) and C (Timor-Leste/South East Asia/Pacific experience, 5%). A zero rating is given only in the cases listed under "**Disqualification of an Expert**" in Section 3.<br>c. **Additional specialists.** Additional specialist personnel may be proposed as Non-Key Experts or other professional staff (ToR Section 10). They are considered under II.6 (Organizational Structure) and II.8 (Personnel Schedule) and are not scored as Key Experts. The Key Expert scoring structure (K1–K17) does not change. |
| 5. | **Definitive Highway Alignment, Length and Engineering Baseline**<br>*Reference: RFP Project Title; ToR Section 5.1; Employer's Requirements, Volumes 1–4; Volume 4, PDF Page 2.*<br><br>The RFP identifies Highway Section 3 from STA. 85+259 to STA. 110+787, equivalent to 25.528 km. However, the realignment drawing dated 6 March 2026 indicates a revised Section 3 length of 24.540 km. The engineering drawings also include an earlier design baseline dated 3 June 2024.<br>Kindly confirm:<br>a. The definitive contractual alignment, road length, revised chainages and physical limits of the works.<br>b. The latest applicable engineering scope, geometric design criteria, pavement requirements, | a. The final highway alignment and detailed design shall be developed by the Design-Build-Finance (DBF) Contractor, in accordance with the Employer's Requirements, and subject to review by the PMC and the applicable contractual approval procedures.<br>b. The applicable engineering scope, design criteria, technical specifications and drawings are provided in the Employer's Requirements included as appendices to the RFP documents. The final detailed design shall be developed by the DBF Contractor in accordance with these requirements.<br>c. Each document serves a specific purpose. The ToR defines the PMC's scope of services and responsibilities; the Employer's Requirements establish the technical requirements and scope of works for the DBF Contractor; and the RFP governs the procurement process for the PMC. The applicable contractual provisions shall |

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**CLARIFICATION NO. 2**

**17 November 2026**

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| | interchanges, bridges, culverts, underpasses and other structures following the realignment.<br>c. The contractual precedence of the original engineering drawings, the March 2026 realignment drawing, the August 2026 ToR and the October 2026 RFP.<br>We respectfully request the latest approved alignment, GIS/CAD data, chainage schedule, structure inventory and applicable revisions to the Employer's Requirements. | govern the interpretation and precedence of the documents. |
| 6. | **Access Road Scope, Approved Design and Contract Interfaces**<br>*Reference: ToR Sections 3, 5.1, 5.3, 6.1 and 6.5; Figure 4.*<br><br>The PMC assignment includes supervision of the approximately 1.78 km Access Road connecting the Highway Intersection to the Industrial Hub Area under a separate Construction Contract.<br>Kindly clarify:<br>a. The definitive Access Road length, chainages, geometric configuration, scope of structures, drainage, pavement, utility works and connection boundaries.<br>b. Whether the Access Road detailed engineering design has been finalized and approved, and whether the PMC's responsibilities include design verification, design review, redesign or certification in addition to construction supervision.<br>c. The respective responsibilities of the Lot 3 PMC, the Section 2 PMC, the DBF Contractor, the Access Road Contractor and the Industrial Hub development authorities for managing and resolving technical and construction interfaces. | Conception and design of the Access Road are still ongoing. After conclusion of the design, it will be provided to the successful Consultant.<br><br>Respective responsibilities are detailed in the TOR and RFP documents. |

**PROJECT MANAGEMENT CONSULTANT FOR THE SUPERVISION WORKS OF DESIGN-BUILD CONTRACT FOR THE HIGHWAY FROM ZUMALAI TO NATARBORA - LOT 3: SECTION 3 – UMA BERLOIC – NATARBORA HIGHWAY (STA. 85+259 - STA. 110+787) – AND CONSTRUCTION CONTRACT FOR THE ACCESS ROAD BETWEEN HIGHWAY INTERSECTION AND THE INDUSTRIAL HUB AREA (TENDER-RFP/245/MPRM-2026)**

**CLARIFICATION NO. 2**

**17 November 2026**

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| No. | QUERIES / QUESTIONS | RESPONSES |
|---|---|---|
| | We respectfully request the approved Access Road design, drawings, technical specifications, Bill of Quantities and relevant construction contract documentation. | |
| 7. | **Applicable Works Contracts, Engineer's Authority and Professional Liability**<br>*Reference: ToR Sections 2, 3 and 6.1–6.3; GCC 23–24; SCC 23.1 and 24.1.*<br><br>The ToR envisages the PMC acting as the Engineer under the FIDIC Yellow Book conditions applicable to the Highway DBF Contract and undertaking supervision of the Access Road Construction Contract.<br>Kindly clarify:<br>a. The applicable FIDIC edition, contractual form, General Conditions and Particular Conditions governing each works contract.<br>b. The PMC's delegated authority and the matters requiring prior Employer/PMU approval, including design certification, site instructions, payment certification, variations, extensions of time, claims, determinations, completion certificates and dispute management.<br>c. The allocation of design responsibility between the DBF Contractor and the PMC, including confirmation that PMC review and certification do not relieve the Contractor of its contractual design obligations.<br>d. The application of professional liability and insurance requirements to the PMC's design review and certification functions, including the basis of the required insurance coverage of 100% of the total contract ceiling and the required coverage period. | a. For For the Highway Lot-3 DBF Contract, the applicable conditions are the FIDIC Conditions of Contract for Plant and Design-Build (Second Edition, 2017, Reprinted 2022 with amendments), commonly referred to as the FIDIC Yellow Book.<br>The applicable Conditions of Contract for the Access Road Construction Contract will be confirmed to the successful Consultant.<br>The relevant Particular Conditions of Contract will be provided to the successful Consultant following the award of the PMC Contract.<br>b. The PMC will act as the Engineer under the FIDIC Yellow Book for the Highway DBF Contract and will undertake the supervision of the Access Road Construction Contract in accordance with the applicable contractual provisions and the PMC Terms of Reference.<br>The successful Consultant will be provided with copies of the relevant DBF and construction Contracts, including their applicable Conditions of Contract, following the award and signing of the PMC Contract.<br>The Engineer's authority, responsibilities and limitations, including matters requiring the Employer's prior approval, shall be governed by the applicable Conditions of Contract and the PMC Terms of Reference.<br>c. The PMC will be responsible for reviewing and certifying the Contractors' designs in accordance with the Employer's Requirements, the applicable |

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**CLARIFICATION NO. 2**

**17 November 2026**

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| No. | QUERIES / QUESTIONS | RESPONSES |
|---|---|---|
| | We respectfully request the relevant works contract conditions and the proposed Engineer's delegation of authority and approval matrix. | Conditions of Contract and the PMC Terms of Reference.<br>The review and certification of the designs by the PMC shall not relieve the Contractors of their contractual design responsibilities and obligations.<br>d. The professional liability and insurance requirements applicable to the PMC are specified in the RFP, and shall remain unchanged.<br>The Consultant shall comply with the professional liability insurance requirements, including the minimum coverage and applicable insurance period, as stipulated in the RFP. |
| 8. | **Overall PMC Contract Duration, Commencement and Integrated Schedule**<br>*Reference: Data Sheet ITC 32.3; ToR Sections 2, 11, 12 and 14.*<br>The ToR specifies:<br>• Highway DBF: six months of design review, 24 months of construction and 12 months of Defects Liability Period (DLP), totaling 42 months.<br>• Access Road: six months of construction and 12 months of DLP, totaling 18 months.<br><br>Kindly confirm:<br>a. The anticipated commencement dates of the PMC, the Highway DBF Contractor and the Access Road Contractor.<br>b. Whether the highway design and construction periods are sequential or may overlap, and when Access Road construction is expected to commence relative to those phases.<br>c. Whether the overall PMC Contract duration is 42 months from commencement of the Services or | a. The anticipated commencement date of the PMC Services is indicated in the RFP document. The actual commencement date will be established through the issuance of the Notice to Proceed (NTP), following the signing of the PMC Contract and completion of the applicable contractual formalities. The commencement dates of the respective Works Contracts will be confirmed in accordance with their contractual provisions..<br>b. The highway design and construction periods are sequential and Access Road construction is expected to commence in parallel with the Highway construction period.<br>c. The overall PMC Contract duration is 42 months from commencement of the Services. No extension beyond this period is currently envisaged. Any extension, if required, shall be subject to the applicable contractual provisions and the Employer's approval.<br>d. The anticipated completion milestones for the Highway DBF Contract and the Access Road Construction Contract shall be determined in |

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**CLARIFICATION NO. 2**

**17 November 2026**

This Clarification No.2 is issued in accordance with the ITC 13.1 of Section 1 (Instructions to Consultants) of the Request for Proposal (RFP).

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| | may extend beyond that period depending on the Access Road schedule and respective DLP completion dates.<br>d. The contractual completion milestones for both works contracts and the date from which the respective DLPs commence.<br>We respectfully request the Employer's indicative integrated implementation schedule for both contracts as the common basis for TECH-5, TECH-6 and the Financial Proposal. | accordance with their respective contractual schedules. The Defects Liability Period for each Works Contract shall commence from the applicable taking-over date, in accordance with the relevant Conditions of Contract. |
| 9. | **Expert Inputs, Staffing Requirements and Deployment Flexibility**<br>*Reference: Data Sheet ITC 14.1(b)–(c); ToR Sections 10 and 12; Forms TECH-6A, TECH-6B and FIN-3.*<br><br>The Data Sheet specifies estimated inputs of 380 Key Expert person-months and 649 Non-Key Expert person-months. The ToR specifies 17 Key Expert positions, minimum local personnel requirements and permanent on-site presence for designated experts during relevant activities.<br>Kindly clarify:<br>a. Whether the 380 and 649 person-months constitute mandatory minimum inputs, fixed allocations or indicative estimates that may be optimized by the Consultant.<br>b. Whether the 649 Non-Key Expert person-months include laboratory technicians, CAD/IT/EDMS personnel, administrators, drivers and other necessary support personnel, or whether these are additional inputs.<br>c. Whether the specified Key Experts may serve both contracts concurrently, subject to workload and availability, or whether separate Key Expert positions are required for the Access Road. | a. The 380 and 649 person-months constitute mandatory minimum inputs. Please refer to the Excel Sheet "PMC Highway LOT-3 & Access Road" provided with the RFP document.<br>In case of requirement of additional experts or any other costs which are not included in the BoQ/ Price Bid Sheet, please create a Lump Sum amount in the available lines in REIMBURSABLE, REPORTING, AND FACILITIES, OTHER COSTS and include an attachment detailing all costs included in that line.<br>b. These are additional inputs. Please refer to the Excel Sheet "PMC Highway LOT-3 & Access Road" provided with the RFP document.<br>c. Please refer to the TOR and the Excel Sheet "PMC Highway LOT-3 & Access Road" provided with the RFP document.<br>d. Please refer to the TOR and the Excel Sheet "PMC Highway LOT-3 & Access Road" provided with the RFP document. |

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| | d. The applicable requirements for site-based and home-office deployment, rotation, leave, design review inputs, and staffing throughout the respective construction and DLP phases.<br>We respectfully request the indicative staffing schedule, including expert inputs by position, project phase and works contract. | |
| 10. | **Site Readiness, Investigations, Permits and Employer-Provided Facilities**<br>*Reference: ToR Sections 5.2, 6.3, 6.5, 6.7, 7 and 9; Employer's Requirements, Volumes 1–3.*<br><br>Kindly clarify:<br>a. The current availability and status of topographic surveys, geotechnical investigations, hydrological studies, traffic studies, environmental and social assessments, rights-of-way, land acquisition, utility relocation and construction permits for both contracts.<br>b. Whether the PMC is responsible for undertaking independent surveys, field investigations, laboratory testing or additional environmental studies, or principally for reviewing and verifying the Contractor's investigations and test results.<br>c. The respective responsibilities of MPRM, PMU, TIMOR GAP, Contractors and PMC for resolving outstanding land, permit, environmental and social matters.<br>d. The availability, location and operational readiness of Contractor-provided offices, laboratories and field facilities, including temporary arrangements before their availability and the allocation of associated operating costs.<br>e. Whether vehicles required for PMC operations may be leased or must be purchased, separately | a. All available surveys and investigation reports, environmental assessment documents and relevant environmental licence will be made available to the successful Consultant. The status of any outstanding investigations, land acquisition, rights-of-way, utility relocation and permits shall be addressed in accordance with the respective works Contracts and applicable contractual provisions.<br>b. The PMC shall be responsible for reviewing and verifying the Contractors' surveys, investigations, laboratory testing and test results, in accordance with the PMC TOR and the applicable Contracts.<br>c. The respective responsibilities of each part regarding land acquisition, permits, environmental and social matters shall be governed by the applicable Contracts, the PMC TOR and the relevant contractual provisions.<br>d. The requirements for office accommodation and other facilities to be provided by the DBF Contractor are specified in the TOR and the relevant Contracts.<br>e. PMC is expected to purchase vehicles for its own use and not lease or rent vehicles, however this is up to bidder preference. |

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| | from the two new vehicles to be provided to the PMU, and which vehicles must be transferred to the Employer at contract completion. | |
| **11.** | **EDMS, Reporting, Deliverable Acceptance and Handover**<br>*Reference: ToR Sections 6.4, 6.8–6.9, 8 and 13–17; TECH-4.*<br><br>The ToR requires an Electronic Document Management System (EDMS), separate reporting for both contracts, design certification records, as-built documentation and completion and DLP management.<br>Kindly clarify:<br>a. Whether an existing Employer-approved EDMS is available or the Consultant must procure, configure, host and operate a new platform, including the required licenses, user access, cybersecurity, data ownership and handover arrangements.<br>b. The required reporting templates, submission frequencies, review and approval timelines, and acceptance criteria for each principal deliverable, including separate reports for both contracts.<br>c. Whether the Access Road completion and final documentation may be independently accepted and certified before completion of the Highway DBF Contract.<br>d. The expected inspection frequency, minimum staffing and reporting requirements during each 12-month DLP, including the respective procedures for final completion certification. | a. The Consultant shall be responsible for proposing, providing, configuring, hosting, operating and maintaining the EDMS, including all necessary licences, user access, data security and handover arrangements, in accordance with the TOR and subject to the Employer's approval. For LOT-1 and LOT-2, BIM 360 will be used and therefore, the Employer recommends the use of the same system for compatibility. However, it is up to bidder to propose the system.<br>b. In accordance with the TOR. Detailed reporting templates, review and approval procedures, and deliverable acceptance arrangements shall be agreed with the successful Consultant.<br>c. Yes. The Access Road Works may be completed, certified and handed over independently of the Highway DBF Contract, in accordance with the applicable Conditions of Contract.<br>d. Please refer to the TOR and the Excel file "PMC Highway Lot-3 & Access Road" provided with the RFP. Final completion certification shall follow the applicable Conditions of Contract. |

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**17 November 2026**

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| 12. | **Maximum Budget, Contingency, Taxes and Evaluated Proposal Price**<br>*Reference: Data Sheet ITC 17.1–17.3 and 28.1; ITC 26; GCC 38–39; FIN-1–FIN-4.*<br><br>The RFP establishes a maximum budget of USD 13,568,011.11, inclusive of taxes, expenses, profit and contingency, and provides for a contingency of 10% of the Contract Price.<br>Kindly confirm:<br>a. The precise calculation base of the 10% contingency, including whether it is calculated on the competitive base price or the total Contract Price.<br>b. The treatment of contingency and other noncompetitive amounts in determining compliance with the maximum budget, evaluating the Financial Proposal and calculating milestone payments.<br>c. The applicable tax treatment for national and non-national Consultants and JVs, including withholding tax, indirect taxes, customs duties and any applicable exemptions or reimbursement arrangements.<br>d. The taxes and charges to be included in the evaluated price and those to be separately disclosed, reimbursed or deducted by the Employer, together with their prescribed presentation in FIN-1–FIN-4. | a. The 10% contingency is calculated on the sub-total of the competitive components (remuneration and other expenses, including taxes), as shown in Forms FIN-2 and FIN-4.<br>b. Please refer to **Addendum No.2**.<br>c. Please refer to ITC 17.4 regarding applicable tax obligations in the Employer's Country.<br>d. The Price shall inclusive of taxes, expenses, profit and contingency. |
| 13. | **Payment Schedule, Cash Flow, Retention and Extended Services**<br>*Reference: ToR Section 14; GCC 16, 38 and 41; SCC 41.2 and 41.2.1; Data Sheet ITC 17.2.* | a. Monthly instalments. The 24 monthly instalments (75%) are paid over the "24-month Construction Period covering both Contracts" (SCC 41.2(4); ToR Section 14).<br>b. **Advance payment and retention.** The advance payment (10%) is recovered in equal portions |

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| | The payment framework includes 12.5% for inception and design milestones, 75% through 24 equal monthly construction installments, 7.5% for completion of the two works contracts, and 5% at the end of the DLP. The SCC also provides for a 10% advance payment and 5% retention from progress payments.<br>Kindly clarify:<br>a. The payment commencement date for the 24 construction installments and the payment arrangements where Access Road construction commences before highway construction.<br>b. The specific installments against which the advance payment will be recovered, the application of the 5% retention, and its release conditions relative to the final 5% DLP milestone.<br>c. The acceptance, certification and payment periods applicable to each milestone and monthly installment.<br>d. The compensation mechanism where the Services are extended due to delayed commencement, suspension, Contractor delay, additional works or other circumstances not attributable to the PMC. In particular, please confirm whether payment for construction supervision beyond 24 months will cover necessary Non-Key Experts, support personnel, operating expenses, EDMS, insurance, transport and extended DLP services, in addition to the specified Key Expert costs.<br>e. The procedure for authorizing and pricing additional services arising from approved changes to the scope or duration, notwithstanding the absence of remuneration price adjustment for the original assignment. | from the 24 monthly construction instalments (GCC 41.2.1; SCC 41.2.1).<br>**10% retention (please refer to Addendum No.2)** is deducted from each progress payment and released after successful completion of the Contract (SCC 41.2), together with the final 5% DLP milestone.<br>c. **Payment periods.** The Employer pays within 60 days after receiving the approved deliverable and invoice (GCC 41.2.2). The final payment is due within 60 days of the final report (GCC 41.2.3). Interest at 3% per annum applies to payments delayed by more than 15 days after the due date (GCC 42.1; SCC 42.1).<br>d. **Extension beyond 24 months.** If construction exceeds 24 months other than through the Consultant's fault, payment covers the Key Experts determined by the Employer, at the rates in the Financial Proposal (SCC 41.2(4)). Other inputs, such as Non-Key Experts, support staff, operating costs, the EDMS, insurance, transport and extended DLP services, are not covered automatically. If the Employer requires them, they will be agreed as additional services.<br>e. **Additional services.** Additional services or extended duration are authorised by a written modification (GCC 16, Modifications or Variations). They are priced using the rates in Forms FIN-3 and FIN-4, which are provided "to establish payments to the Consultant for possible additional services". They are subject to the 30% limit (SCC SP-3). The absence of price adjustment (DS-ITC 17.2) does not prevent this. |

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| 14. | **National Economic Benefit, Local Content and Proposal Documentation**<br>*Reference: Data Sheet ITC 10.1; Section 3, Phase 3; Section 4, Forms LCD-1, NEB-1 and NEB-2; SCC Special Provision SP-1.*<br><br>The RFP requires submission of Forms NEB-1 and NEB-2 and establishes National Economic Benefit adjustments of 2.5% and 2.0% for qualifying national and non-national Consultants, respectively. The Section 4 checklist also refers to Form LCD-1, while the Data Sheet does not expressly include this form in the Technical Proposal submission list.<br>Kindly clarify:<br>a. The applicable classification of a JV comprising international and Timor-Leste consulting firms as a national or non-national Consultant for evaluation and domestic preference purposes.<br>b. The qualifying local employment and other economic benefit commitments, including the calculation and verification of the 60% Timor-Leste nationality staffing criterion indicated in Form NEB-1.<br>c. Whether the staffing percentage is calculated by headcount, person-months, or another prescribed basis, and whether it applies to the Consultant's overall workforce, the personnel assigned to this Contract, or the combined personnel of all JV members.<br>d. Whether Form LCD-1 must be submitted separately or whether Forms NEB-1 and NEB-2 fully satisfy the local content submission requirements.<br>e. The applicable NEB adjustment rates, evidence requirements, monitoring arrangements and | a. **JV classification.** A JV is a National Consultant only if all its members are National Consultants (ITC 6, National Consultant definition (d); Article 4(q) of Decree-Law No. 1/2025). A JV of international and Timor-Leste firms is a Non-National Consultant. It may receive the adjustment for non-national Consultants if it meets the criterion of Article 86(4)(c) (Article 87).<br>b. **The 60% criterion.** At least 60% of the personnel employed by the Consultant must be citizens of Timor-Leste (Article 86(4)(c); Form NEB-1). For a JV, Form NEB-1 reflects the combined contribution of all JV members.<br>c. Forms NEB-1 and NEB-2 fully satisfy the local content requirements, with NEB-2 serving as the Local Content Plan under Article 86(5) (SCC SP-1). **The reference to LCD-1 in the checklist will be change to NEB-2 by Addendum.**<br>d. **Yes.** |

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| | contractual consequences of changes to declared local content commitments during project implementation. | |
| 15. | **CONSOLIDATED REQUEST FOR SUPPLEMENTARY DOCUMENTS**<br>To facilitate consistent and accurate preparation of the Technical and Financial Proposals, we respectfully request the following supplementary documentation:<br>1. Latest approved Highway Lot 3 alignment, chainage schedule, GIS/CAD data, engineering drawings and structure inventory following the March 2026 realignment.<br>2. Approved Industrial Hub Access Road design, technical specifications, Bill of Quantities and supporting surveys and investigations.<br>3. Applicable Highway DBF and Access Road works contract conditions, including Particular Conditions and the Engineer's proposed delegation of authority.<br>4. Indicative integrated implementation schedule and expert staffing requirements for both works contracts, including respective DLPs.<br>5. Available land, utility, environmental and social documentation, site investigations, reporting templates and EDMS requirements. | The Employer's Requirements have been provided as appendices to the RFP documents. Any additional available documentation relevant to the scope of Services will be provided to the successful Consultant, as applicable.<br><br>Bidders shall prepare their Technical and Financial Proposals based on the information and requirements provided in the RFP documents and its Appendixes. |

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**ADDENDUM NO. 3**

**17 November 2026**

This Addendum No.3 is issued to amend following items in accordance with the ITC 13.1 of the RFP Documents – (Section 2).

| Part of the RFP Document | As per this Original RFP Document | As per this Addendum No. 3 |
|---|---|---|
| **Section 1:** Instructions to Consultants 6. Eligibility | 6.1 A Consultant may be a private, public, or government-owned enterprises, or any combination of such entities in the form of a joint venture (JV), under an existing agreement or with the intention to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract. Subject to ITC 6.2 to 6.9, Consultants from any country are eligible to participate in the procurement process under this RFP Document. | 6.1 A Consultant may be a private, public, or government-owned enterprises, or any combination of such entities in the form of a joint venture (JV), under an existing agreement or with the intention to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract. Subject to ITC 6.2 to 6.9, Consultants from any country are eligible to participate in the procurement process under this RFP Document. **Unless specified in the DS, there is no limit on the number of members in a JV.** |
| **Section 2:** Data Sheet 6.1 | - | **Maximum number of members in the JV shall be: 3 (three).** |
| **Section 2:** Data Sheet 11.1 | **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible:**<br>**NO,**<br>• Participation of any Sub-consultant or Expert in more than one Proposal is not allowed.<br>• Any individual or entity may appear in only one Proposal.<br>Non-compliance may result in disqualification. | **Participation of Key Experts in more than one Proposal is NOT permissible:**<br>• Participation of any Key-Expert in more than one Proposal is not permitted.<br>• A Key Expert may be included in only one Proposal.<br>• Non-compliance with this requirement may result in the disqualification of the affected Proposal(s).<br>**Participation of Non-Key Experts or Sub-consultants in more than one Proposal is permissible.** |
| **Section 4:** Proposal Forms | **Technical Proposal Standard Forms**<br>{Notes to Consultant shown in brackets { } throughout Section 4 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.} | **Technical Proposal Standard Forms**<br>{Notes to Consultant shown in brackets { } throughout Section 4 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.} |

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<tr><td></td><td>Checklist of Required Forms<br><table><tr><th>Required for FTP</th><th>FORM</th><th>DESCRIPTION</th><th>Page Limit</th></tr><tr><td>√</td><td>Form LCD-1</td><td>Industry and local Content development</td><td>n/a</td></tr></table></td><td>Checklist of Required Forms<br><table><tr><th>Required for FTP</th><th>FORM</th><th>DESCRIPTION</th><th>Page Limit</th></tr><tr><td>√</td><td><u>Form NEB-2</u></td><td>Industry and local Content development</td><td>n/a</td></tr></table></td></tr>
<tr><td>Section 3: Evaluation and Qualification Criteria<br>Phase 3: National Economic Benefit (NEB) Adjustments:</td><td>Adjusted Overall Combined Score =<br>[(Technical Score x TW) x (1+TB/100)] + [(Financial Score x FW) x (1+FB/100)]<br><br>Where:<br>TB = Percentage increase applied to the weighted Technical Score:<br>• 2.5% (National Consultant)<br>• 2% (Non-National Consultant)<br><br>FB = Percentage increase applied to the weighted Financial Score:<br>• 2.5% (National Consultant)<br>• 2% (Non-National Consultant)<br><br>Note:<br>• While National Consultant may receive a benefit adjustment applied to their Overall Combined Score, Non-National Consultant may also be eligible for a benefit adjustment in their respective Overall Combined Score, provided they meet the stated criteria, in accordance with Article 87 of Decree-Law No. 1/2025.<br>• The National Economic Benefit is not evaluated as a separate criterion; it is applied</td><td>Adjusted Overall Combined Score =<br>[(Technical Score x TW) x (1+TB/100)] + [(Financial Score x FW) x (1+FB/100)]<br><br>Where:<br>TB = Percentage increase applied to the weighted Technical Score:<br>• 2.5% (National Consultant)<br>• 2% (Non-National Consultant)<br>• 2.25% (Joint venture of National Consultant and Non-National Consultant)<br><br>FB = Percentage increase applied to the weighted Financial Score:<br>• 2.5% (National Consultant)<br>• 2% (Non-National Consultant)<br>• 2.25% (Joint venture of National Consultant and Non-National Consultant)<br><br>Note:<br>• While National Consultant may receive a benefit adjustment applied to their Overall Combined Score, Non-National Consultant may also be eligible for a benefit adjustment in their respective Overall Combined Score, provided they meet the stated criteria, in</td></tr>
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| | as a scoring adjustment to the Technical and Financial weights for evaluation purposes only, as permitted under Article 86(4)(c) of Decree-Law No. 1/2025.<br>• Consultants who do not meet the stated criteria will receive a zero-percent adjustment (0% NEB). In such cases, their Adjusted Overall Combined Score will remain the same as their original Overall Combined Score. | accordance with Article 87 of Decree-Law No. 1/2025.<br>• The National Economic Benefit is not evaluated as a separate criterion; it is applied as a scoring adjustment to the Technical and Financial weights for evaluation purposes only, as permitted under Article 86(4)(c) of Decree-Law No. 1/2025.<br>• Consultants who do not meet the stated criteria will receive a zero-percent adjustment (0% NEB). In such cases, their Adjusted Overall Combined Score will remain the same as their original Overall Combined Score.<br>• **Where the Consultant is a Joint Venture comprising one or more National Consultants and one or more Non-National Consultants, under a Joint Venture agreement or a letter of intent to form a Joint Venture for the execution of specific project, and the National Consultant member(s) hold an aggregate share of the Contract of at least 30%, whether in terms of the scope of work to be performed or economic participation.**<br>• **The aggregate share of the Joint Venture member(s) shall be stated in the Joint Venture agreement or letter of intent to form a Joint Venture** |

**Hernâni Gardo Albano Soares**
Executive Director of National Procurement Commission (NPC)