



MINISTÉRIO DO PLANEAMENTO
E INVESTIMENTO ESTRATÉGICO
IX GOVERNO CONSTITUCIONAL



Comissão Nacional de Aproveitamento

Construction of the Baucau Municipal Capital Water Supply

(Tender-RFB/053/MOP-2026)

ADDENDUM NO. 3

3 August 2026

This Addendum No.3 is issued to amend the following items in the RFB Document in accordance with ITB 8 of the Bidding Document.

No	Part of RFB Documents	As per Original RFB Document	As amended in this Addendum No. 3
1.	PCC Sub-Clause 14.1 [The Contract Price]	Alternative 1 and Alternative 2 appear under the Note to the Employer.	Alternative 1 shall apply. Alternative 2 and the related Note to the Employer shall be deleted.
2.	BOQ E1391 BoQ_BA_CW_CIVIL WORKS – BoQ_WS.03.CW	Items 71, 75 and 76 state the unit as “m”.	For Items 71, 75 and 76, delete “m” and replace it with “m ² ” (square metre). The descriptions, quantities and rates otherwise remain unchanged.
3.	Technical Specifications – HDPE pipe transportation and storage	The Technical Specifications prohibit nesting of HDPE pipes.	HDPE pipes may be nested solely for transportation if the arrangement complies with the manufacturer’s written recommendations, carrier requirements and applicable standards and causes no damage or deformation. Nesting is prohibited during Site storage. The Contractor remains responsible for compliant delivery, unloading, handling and storage.
4.	Section IX – Particular Conditions of Contract (Part A – Contract Data) PCC 5.1(a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount): 30 %	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount): 40 %


Hermingardo Albano Soares

Executive Director of National Procurement Commission (NPC)



Construction of the Baucau Municipal Capital Water Supply

TENDER-RFB/053/MOP-2026

Clarification No.2

3 August 2026

S.N.	Questions	Responses
1.	Clause 4.2(b) – Construction Experience in Key Activities, Section III – Evaluation and Qualification Criteria (Part A, Qualification) We note that all six categories of key construction experience stipulate that reference projects shall be "completed within 36 months". Large-scale water supply infrastructure projects covering intake works, tunnels, transmission pipelines, pumping stations and water storage facilities usually require a construction period exceeding 36 months due to their inherent complexity, construction phasing and overall scale. Enforcing this requirement may inadvertently exclude contractors with extensive, highly relevant experience delivered through larger and more sophisticated projects. As the qualification criteria are intended to evaluate bidders' delivery capacity and proven track record in similar works, we kindly request the Employer to confirm whether the "completed within 36 months" requirement may be deleted from Items 1 through 6 under this clause	The requirement under Section III, Part A, Clause 4.2(b) remains unchanged. For clarification, the 36-month period applies to achieving the specified volume, number, capacity, or rate of production for each key activity, not to completion of the entire reference contract. In accordance with Footnote 8, the required experience may be demonstrated through one or more contracts combined, provided the relevant activities were executed during the Same 36-Month Period. Reference contracts may be completed or substantially completed.
2.	ITB 18.1, Section II – Bid Data Sheet (BDS) The clause provides that "The Bid shall be valid until: Date Month 2026", but the exact date of bid validity has not been specified. We would be grateful if the Purchaser could clarify and advise the definitive bid validity deadline. This information is essential for us to arrange the issuance of the Bid Security and finalize our bid submission preparations accordingly	Please refer to Addendum No. 2, which amended ITB 18.1 of the Bid Data Sheet. The Bid shall remain valid until 6 February 2027. The Bid Security shall be issued with a validity period complying with ITB 19.3 and the amended bid-validity requirement.





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S.N.	Questions	Responses
3.	We therefore respectfully request a one (1) month extension of the bid submission deadline, from 27 July 2026 to 27 August 2026	The deadline for bid submission has been extended from 27 July 2026 to 10 August 2026. Please refer to Addendum No. 2 for the revised bid submission deadline.
4.	The exact bid validity expiry date; or The total calendar days of bid validity counted from the bid deadline (27 July 2026).	Please refer to Addendum No. 2, which specifies that the Bid shall remain valid until 6 February 2027. This revised validity date shall apply based on the extended bid submission deadline stated in the Addendum.
5.	Please clarify the maximum budget since the budget is not disclose on the bidding document?	No maximum budget or capped bid price has been specified for this procurement. Bidders shall independently prepare their Bid Prices based on the complete scope of works, Technical Specifications, drawings, Bills of Quantities, contractual requirements, site conditions, and all other requirements of the Bidding Document. Bids will be evaluated in accordance with the evaluation methodology and Rated Criteria specified in the Bidding Document.
6.	Could you please clarify when will the project executed?	The Government intends to commence the Project as soon as practicable. Subject to completion of the procurement process, contract signing, and fulfillment of all applicable legal and administrative requirements, construction is expected to commence toward the end of 2026.
7.	In the bidding document mentioned loan US\$ 30 million from World Bank so this amount has any impact in this project?	The referenced financing amount of US\$ 30 million is the overall World Bank financing for the Project and is not the maximum budget or contract price for this civil works package alone. Bidders shall therefore prepare their Bid Prices based on the full scope and requirements of the Bidding Document, rather than treating the US\$ 30 million financing amount as the budget ceiling for this Contract.



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S.N.	Questions	Responses
8.	When was the site visit?	Please refer to Clarification No. 1. The non-mandatory site visit was conducted on 9 July 2026, commencing at 9:00 a.m. Non-attendance at the site visit will not constitute grounds for disqualification.
9.	May the bidder submit the Letter of Bid, Letter of Price Bid and all administration and technical document in the working language (English)?	Yes. In accordance with ITB 10.1, the Letter of Bid—Technical Part, Letter of Bid—Financial Part, and all administrative, qualification, and technical documents forming part of the Bid shall be submitted in English. Supporting documents and printed literature may be submitted in another language, provided they are accompanied by an accurate translation of the relevant parts into English. For purposes of interpretation and evaluation, the English translation shall prevail.
10.	Has the land along the pipeline route and at the reservoir location been fully cleared and made available for construction?	Most pipeline alignments are located within existing public road corridors. Land acquisition and compensation for the proposed tank sites are currently in progress.
11.	Is an access road to the project site available?	Most project sites are accessible. However, Bidders are advised to refer to the DED drawings and conduct their own site assessment.
12.	What is the maximum allowable vehicle load on the access road leading to the project site?	Bidders shall independently assess the access roads and determine any vehicle load limitations during their site visits.
13.	Is it permissible to use material from common excavation as embankment fill?	The suitability of excavated material for use as embankment fill shall be determined by the Engineer in accordance with the Technical Specifications and Standard Drawings.
14.	Is a disposal area provided for excavated material, and what is the hauling distance?	The Contractor shall identify an appropriate disposal area and obtain the necessary approvals from the relevant authorities before commencing the Works.
15.	Is an area provided for the construction of temporary project facilities?	Please refer to the Technical Specification for the Contractor's Yards, Stores and Accommodation for Workmen and the Supervision's Facilities.



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S.N.	Questions	Responses
16.	Are water and electricity available at the project site for construction purposes?	Please refer to Technical Specification of Temporary Water and Electricity Supplies Section
17.	Are there any existing structures within the project area?	There are existing structures in certain sections of the project area, as observed during the non-mandatory site visit.
18.	If demolition of existing structures is required, whose responsibility will it be?	Please refer to the Technical Specifications (Page 13).
19.	Are there any existing utilities within the project area? If relocation or demolition is required, whose responsibility will it be?	Please refer to Response No. 18.
20.	Are there any existing utilities along the pipeline route? If relocation of the existing utilities is required, which party will be responsible for the relocation?	Please refer to Response No. 18.
21.	Will there be any tie-in (tapping) to the existing pipeline?	Please refer to the DED drawings.
22.	Will material stored on site (MOS) be recognized for progress payment purposes?	Any payment for materials stored on Site shall remain subject to verification, proper storage and protection, documentary evidence of ownership and cost, and certification by the Engineer in accordance with the Contract. Materials incorporated within a composite supply-and-installation item will not be paid separately as materials on Site.
23.	Will price escalation be applied under the contract?	Yes. Price adjustment will apply during execution of the Contract in accordance with ITB 14.5, the applicable provisions of the Conditions of Contract, and the Schedule of Cost Indexation included in Section IV of the Bidding Document. Bidders shall complete and submit the applicable Table of Adjustment Data, including the proposed indices, sources, base values, and weightings, in accordance with the Bidding Document.



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S.N.	Questions	Responses
24.	When is the site visit scheduled?	Please refer to Response # 8 above and Clarification No. 1.
25.	Is it possible to extend the bid submission deadline until 10 August 2026?	Please refer to response #3 above.
26.	May the Bid Security, Performance Security, and Retention Bond be issued by an insurance company?	The Bid Security may be issued by a reputable non-bank financial institution, including an insurance, bonding, or surety company, in accordance with ITB 19.2. Where the issuing institution is located outside Timor-Leste, it shall have a correspondent financial institution in Timor-Leste to make the security enforceable, unless the Employer agrees otherwise in writing before Bid submission. The Advance Payment Security, Performance Security, and Retention Money Guarantee may be issued by a reputable bank or financial institution in accordance with the forms and requirements of the Bidding Document. Where any such security or guarantee is issued by an institution located outside Timor-Leste, it shall be counter-guaranteed by a reputable bank operating in Timor-Leste so that the security is directly enforceable in Timor-Leste.
27.	Will this contract be based on a Unit Price or Lump Sum arrangement?	The Contract will be based on a Unit Price (remeasurement) arrangement, not a Lump Sum arrangement. Bidders shall complete and price the Bill of Quantities included in Section IV – Bidding Forms. Payment will be based on the actual quantities of work executed, measured and certified in accordance with the Contract, using the accepted unit rates and prices.
28.	Have all required permits been obtained (Regarding IMB, Environmental Impact Assessment (AMDAL), Certificate of Proper Function (SLF), and permits from the relevant authorities)? If not, whose responsibility will it be?	The Environmental License (Category B) has been issued by ANLA and remains valid.



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S.N.	Questions	Responses
29.	Will partial handover be permitted?	Any partial Taking-Over shall be subject to the Engineer's determination that the relevant section or part has been completed in accordance with the Contract and is suitable for its intended use.
30.	Are there any restrictions on working hours? Is overtime work permitted?	Working hours, rest periods, and overtime shall comply with FIDIC Sub-Clause 6.5 [Working Hours], the applicable labour laws and regulations of Timor-Leste, relevant SEFOPE requirements, and the Project's environmental and social requirements.
31.	Kindly provide the soil investigation report and topographical survey data.	The design has been developed based on the geotechnical investigation. The geotechnical investigation report will be made available to the successful Contractor after Contract signing.
32.	Kindly provide the drawings in CAD format.	Only drawings in PDF format will be made available during the bidding process.
33.	Will variation orders (additions and omissions) be applicable under this contract?	Yes. Variations involving additions, omissions, substitutions, changes in quantities, quality, sequence, or method of execution may be instructed and administered in accordance with the relevant provisions of the FIDIC Conditions of Contract, 2017 Edition, particularly the clauses governing Variations and Adjustments. Any Variation shall be formally instructed or approved in accordance with the Contract.
34.	In the event of discrepancies between the BoQ, drawings, and technical specifications, which document shall take precedence?	Please refer to Sub-Clause 1.5 [Priority of Documents] of the FIDIC Conditions of Contract, as amended by the Particular Conditions. Any ambiguity or discrepancy identified by the Contractor shall be promptly referred to the Engineer for clarification or instruction in accordance with the Contract.
35.	Kindly provide the contract document hierarchy (order of precedence).	Please refer to Response No. 34 above



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S.N.	Questions	Responses
36.	Is it possible to shorten the payment processing period to 14 days after complete and correct payment documents have been submitted?	No. The request to reduce the payment processing period to 14 days is not accepted. The payment periods specified in the Contract Data shall remain unchanged: Advance Payment: 28 days; Interim Payments: 56 days; Final Statement payment: 28 days; and Final Payment: 56 days. These periods apply in accordance with Sub-Clause 14.7 of the Conditions of Contract, subject to submission of complete and correct supporting documentation and certification by the Engineer.
37.	Is it possible to increase the advance payment to 20%?	No. The request to increase the advance payment to 20% is not accepted. Please refer to the Bidding Document.
38.	Is it possible to waive the minimum work progress requirement for interim payment claims?	No. The request to waive the minimum amount required for an Interim Payment Certificate is not accepted. In accordance with Sub-Clause 14.6.2 of the Contract Data, the minimum amount of an Interim Payment Certificate shall remain 3% of the Accepted Contract Amount. The Contractor may accumulate eligible completed work until the certified amount reaches this threshold.
39.	Is it possible for the advance payment recovery to be deducted proportionally based on each interim payment certificate?	The recovery of the advance payment shall be made in accordance with the applicable provisions of the Conditions of Contract, including the relevant provisions of the FIDIC Conditions of Contract (2017 Edition), as supplemented or amended by the Particular Conditions.
40.	Can interim payment claims be submitted on a monthly basis?	Yes. The Contractor may submit interim payment claims on a monthly basis in



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S.N.	Questions	Responses
		accordance with Sub-Clause 14.3 of the Conditions of Contract. However, an Interim Payment Certificate shall be subject to the minimum amount specified under Sub-Clause 14.6.2, namely 3% of the Accepted Contract Amount.
41.	Kindly provide a detailed breakdown of the contingency items.	No separate breakdown of the contingency amount will be provided. The contingency of US\$ 1,000,000.00 is a fixed, non-competitive allowance included by the Employer to cover unforeseen requirements that may arise during implementation.
42.	Kindly provide information on the percentage of overhead included in the BoQ.	No fixed overhead percentage is prescribed in the Bidding Document. Each Bidder shall determine and include its applicable overhead costs, together with all other costs, taxes and profit, in the unit rates and prices entered in the Bill of Quantities. No separate payment or adjustment shall be made for overhead costs.
43.	Are there any requirements regarding the Consultant's Site Office? Who is responsible for providing the furniture?	Please refer to the Technical Specifications concerning the facilities to be provided for the supervision team and to the relevant items in the Bill of Quantities.
44.	Are there any mandatory brands specified, or may the Contractor propose equivalent brands and technical specifications?	Please refer to the Technical Specifications. Where equivalent products are proposed, they shall be subject to the Engineer's review and approval and shall be fully compatible with BTL's operational and maintenance requirements.
45.	What is the duration of the Defects Liability Period (maintenance period)?	The Defects Notification Period (DNP) is twelve (12) months.
46.	Please confirm the duration and dates applicable to Bid Validity and Bid Security Validity as referred to in ITB 18.1, given that the BDS still states "Date Month 2026" without a specific date.	Please refer to Response No. 2 above
47.	Could you please clarify whether the required experience of USD 18,500,000.00 may be fulfilled through the aggregation of several contracts?	No. The Bidder must have satisfactorily and substantially completed at least two (2) similar



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Corrección de errores de la Administración

S.N.	Questions	Responses
		contracts, each with a minimum value of US\$ 18,500,000.00, during the period from 1 January 2016 up to the bid submission deadline. Accordingly, each qualifying contract must individually meet the minimum value of US\$ 18,500,000.00. Combining several contracts of lower value to satisfy this requirement is not acceptable.
48.	Based on the Specific Construction & Contract Management Experience requirement, which states: "(i) Two (2) contracts, each of minimum value US\$18,500,000.00," does this mean that the minimum value of US\$18,500,000.00 applies to each individual contract, or can it be the combined value of two separate contracts?	Please refer to Response #47 above.
49.	What is the estimated budget (owner's estimate) for this project?	Please refer to Response # 5 above
50.	Costs for safety and civilized construction measures for traffic diversion during municipal pipeline construction is not included in the BOQ. To be confirmed.	The Bidder shall refer to the DED Drawings, Technical Specifications, ESMP, where applicable, and the relevant provisions and items of the Bill of Quantities. All costs necessary to implement traffic management, diversion arrangements, public and worker safety measures, temporary works, signage, barriers, access control, and related construction requirements shall be deemed included in the Bidder's rates and prices, unless expressly identified as a separate BoQ item.
51.	Whether a lean concrete should be laid for the pipeline foundation pit/trench bedding.	Please refer to the DED Drawings, Technical Specifications, and the Bill of Quantities (BOQ), which specify the requirements for pipeline trench bedding.
52.	The quantities for waterproof coatings on all inspection manholes are not included.	Please refer to the DED Drawings, Technical Specifications, and the Bill of Quantities (BOQ). Bidders shall review these documents in their entirety when preparing their bids.



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S.N.	Questions	Responses
53.	The quantities for gravel backfill material for pipeline backfilling are not reflected.	Refer to response 52
54.	The quantities for concrete encasement at pipe joints are not reflected.	Refer to response 52
55.	The drawings do not include requirements for installing warning posts/markers at the pipeline-laying positions. Should this be added as an additional item?	Please refer to the Standard Drawings, DED Drawings, Technical Specifications, and the Bill of Quantities (BOQ). Bidders shall prepare their bids based on the tender documents as issued.
56.	After carefully reviewing the tender documents, we would appreciate your clarification on the following matters. Regarding the Tender Documents (or Contract Draft) for the captioned project, we would like to seek your formal clarification concerning the applicable text for Sub-Clause 14.1 [The Contract Price] regarding the import duties and taxes for Contractor's Equipment. The current provision includes two optional alternative texts under Note to the Employer. To ensure accurate pricing and compliance with local customs planning, could you please confirm whether [Alternative 1] will be adopted for the final Contract? For ease of reference, [Alternative 1] states: "Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation." We would appreciate your clarification at your earliest convenience.	Contractor's Equipment, including essential spare parts, imported by the Contractor solely for the execution of the Contract shall be exempt from import duties and taxes upon importation, subject to the applicable laws, customs procedures, approvals, and documentary requirements of Timor-Leste. Each Bidder shall be responsible for verifying the applicable eligibility requirements, customs procedures, approvals, and documentation and for taking these requirements into account before submitting its Bid.
57.	Are there any other work packages that interface or overlap with this package?	The Works may interface with ongoing or planned road improvement projects at certain locations. Coordination with the relevant contractors and authorities will be required during implementation.
58.	Is price adjustment clause applicable to this package?	Please refer to Response # 23 above



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S.N.	Questions	Responses
59.	Is the land to be used for this project already entirely free and clear? If not, who will be responsible for it?	The Employer, through the Engineer, shall provide possession of the Site in accordance with the Contract. Site possession may be granted progressively where necessary.
60.	Please clarify which parties are authorized to approve the design, materials, progress and payment of the works	The respective authorities shall be exercised in accordance with the Conditions of Contract. The Engineer shall review and, where required under the Contract, approve or provide consent to the Contractor's designs, drawings, materials, equipment, workmanship, work programme, and progress of the Works. The Engineer shall also assess the amounts due and issue Interim and Final Payment Certificates in accordance with the Contract. The Employer shall make payments based on the Payment Certificates issued by the Engineer and shall exercise any approvals or decisions expressly reserved for the Employer under the Contract. Any review, approval, consent, inspection, or certification by the Engineer or the Employer shall not relieve the Contractor of its obligations, responsibilities, or liabilities under the Contract.
61.	Please clarify Beneficiary the Bid Security is addressed to?	The Bid Security shall be issued in favour of the Employer, using the Employer's complete name and address as specified in the Bidding Document and the applicable Bid Security form. The Bidder shall ensure that the beneficiary's details correspond exactly with those stated in the Bidding Document.
62.	Please clarify whether the Contractor's maximum liability limit of 100% of the Contract Amount applies on an aggregate basis to all claims, including delay damages, indemnities, damages, third-party claims, and other obligations, or	The 100% liability cap does not apply to liabilities arising under: (a) Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]; (b) Sub-Clause 4.19 [Temporary Utilities];



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S.N.	Questions	Responses
	whether there are specific exceptions outside such limit.	(c) Sub-Clause 17.3 [Intellectual and Industrial Property Rights]; and (d) the first paragraph of Sub-Clause 17.4 [Indemnities by Contractor]. The limitation also does not apply in cases of fraud, gross negligence, deliberate default, or reckless misconduct by the defaulting Party. Delay damages under Sub-Clause 8.8 are subject to the separate maximum amount specified in the Contract Data and are also included within the Contractor's overall aggregate liability cap under Sub-Clause 1.15. Accordingly, third-party claims and indemnities shall be treated in accordance with the specific provisions of Sub-Clauses 17.3 and 17.4 and may fall outside the 100% aggregate cap where expressly excluded under Sub-Clause 1.15.
63.	Please confirm that if any delay in access, clearance, land acquisition, permits, or possession of the Site is caused by the Employer or other parties beyond the Contractor's control, the Contractor shall be entitled to an Extension of Time and/or cost compensation in accordance with the Contract.	Please refer to the relevant provisions of the FIDIC General Conditions of Contract.
64.	We kindly request the Employer to provide a detailed schedule for the handover of access to all work areas, including the clearance status of each location, so that the Contractor can prepare the work programmed, construction method, and bid price accurately.	Access to and possession of the Site shall be provided in accordance with Sub-Clause 2.1 [Right of Access to the Site] and the other applicable provisions of the Conditions of Contract. No separate detailed schedule for the handover of individual work areas will be provided at the bidding stage. Bidders shall review the Bidding Document, DED Drawings, Technical Specifications, ESMP, available site information, and the conditions observed during the site visit when preparing their work



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S.N.	Questions	Responses
		programme, construction methodology, and Bid Price. The successful Contractor shall coordinate with the Employer and the Engineer regarding the sequence and timing of access to the respective work areas. The Contractor shall also make reasonable allowance in its programme for phased access, coordination with relevant authorities and utility owners, maintenance of public access, traffic management, and other site constraints reasonably foreseeable from the Bidding Document and site conditions. The Employer's obligation to provide access does not relieve the Contractor of its responsibility to inspect the Site, verify the available information, assess foreseeable access constraints, and include all associated requirements and costs in its Bid.
65.	Please clarify the mechanism, approval timeline, and authorized party for providing written approval if a Variation causes an increase in the Contract Amount. If such approval is delayed, will the Contractor be entitled to an adjustment of time and cost?	Variations shall be administered in accordance with Clause 13 [Variations and Adjustments] of the Conditions of Contract. Under Sub-Clause 3.2 [Engineer's Duties and Authority] of the Contract Data, any Variation resulting in an increase of more than zero percent (0%) of the Accepted Contract Amount requires the Employer's prior written consent. The Contract does not prescribe a separate fixed period within which the Employer must provide its internal written consent. The Variation shall be processed in accordance with Sub-Clause 13.3, including submission by the Contractor of the required particulars concerning the varied work, programme implications, proposed adjustment to the Contract Price, and any effect on the Time for Completion. The Engineer shall thereafter agree or determine any extension of



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		time and/or adjustment to the Contract Price in accordance with the Contract. A delay in obtaining approval does not automatically entitle the Contractor to additional time or payment. Any entitlement shall depend on whether the delay constitutes an event for which the Contractor is entitled to claim under the Contract, whether it actually causes delay and/or additional Cost, and whether the Contractor complies with the applicable notice, recordkeeping, substantiation, and claims requirements. Where a Variation has been formally instructed, its time and cost consequences shall be assessed in accordance with Sub-Clause 13.3 and the other relevant provisions of the Contract.
66.	Please confirm whether the Performance Security of 10% of the Accepted Contract Amount may be issued by an internationally recognized bank or a recognized local bank, and whether the guarantee amount may be gradually reduced after Taking-Over or after partial completion of the Works	Please refer to Response # 26 above
67.	Please clarify whether the maximum subcontracting limit of 30% includes material suppliers, equipment rental, specialist subcontractors, nominated subcontractors, and other supporting services. If the Works require certain specialists, is special approval possible to exceed such limit?	Under Sub-Clause 5.1(a), subcontracting shall not exceed 40% of the Accepted Contract Amount. The limit includes specialist subcontractors but excludes ordinary material supply and equipment rental that do not involve execution of the Works. Approval of subcontractors does not permit exceeding this limit. The Contractor remains fully responsible for all subcontracted Works. Please refer to Addendum No.3
68.	Please clarify the amount of the Provisional Sum and its intended purpose/allocation.	No Provisional Sum is provided in the issued Bill of Quantities. Accordingly, no amount or allocation applies under this item.



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		Bidders shall price all works and obligations required under the Bidding Document in the relevant BoQ items and unit rates.
69.	Please clarify whether the DAAB will be appointed only when a dispute arises, or whether it will be established as a standing DAAB from the commencement of the execution period of the Works. Please also clarify the timing of appointment, appointment procedure, party responsible for entering into the DAAB agreement, cost allocation, and whether the DAAB is expected to conduct regular site visits during the implementation of the Contract.	The Contract provides for a standing Dispute Avoidance/Adjudication Board comprising one sole member. The DAAB shall therefore be established at the commencement of Contract implementation and shall remain in place in accordance with Clause 21 of the Conditions of Contract; it will not be appointed only after a dispute arises.
70.	Please consider whether the payment period of 56 calendar days after the issuance of the Interim Payment?	The payment period shall remain as specified in the Bidding Document. No amendment will be made.
71.	Please clarify the scope of the Contractor's design responsibility and fitness for purpose obligation. If the main design is provided by the Employer/Engineer, does the Contractor still bear the fitness for purpose risk?	The Contractor's design responsibility shall be limited to those parts of the Works that the Contract expressly requires the Contractor to design, including any temporary works, shop drawings, working details, construction methods, and other Contractor's Documents required under the Bidding Document. Any review, approval, consent, or acceptance by the Engineer of the Contractor's design or Contractor's Documents shall not relieve the Contractor of responsibility for the portions of the Works that it is contractually required to design.
72.	Please clarify the applicable forum, seat, venue, and rules for dispute resolution under the Contract. We propose that any dispute which cannot be resolved amicably and/or through the DAAB mechanism be finally settled by arbitration administered by the Singapore International Arbitration Centre (SIAC), with the seat of arbitration in Singapore.	Disputes shall be resolved in accordance with Clause 21 of the Conditions of Contract, including referral to the DAAB, amicable settlement, and, where necessary, final arbitration under the ICC Arbitration Rules. The seat, venue, and language of arbitration shall be as stated in the Contract Data and the applicable ICC Rules.



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S.N.	Questions	Responses
73.	Please clarify whether the price adjustment provisions apply to this work package. In the event of an increase in the price of materials, fuel, labor, equipment, logistics, or other cost components during the execution period of the Works, will the Contractor be entitled to submit a claim for cost compensation?	Please refer to Response # 23 above
74.	Please clarify to whom the Beneficiary of the Bid Security is addressed?	Please refer to Response #61 above
75.	What is the validity period of the Bid Security?	Please refer to Response No. 2 above
76.	Due to the number of work items, the complexity of the work, and the details of the tender requirements, herewith we propose that the deadline for bid submission could be extended for at least 1 (one) month.	Please refer to Response No. 3 above
77.	Please the submission date to August 20, 2026, to allow for the submission of a competitive price offer.	Please refer to Response No. 3 above.
78.	Please confirm whether the Employer will be responsible, prior to the commencement of the Works, for securing all permanent and temporary land required for the Project, obtaining all necessary rights of way and consents from private landowners, and bearing all costs associated with land acquisition, compensation, and resettlement that are not attributable to the Contractor's fault. The Contractor shall only be responsible for damage caused by its construction activities and for demolition and reinstatement works expressly specified in the Contract. If the Contractor is required to bear any resettlement or compensation costs, please provide the applicable compensation standards or schedule of rates.	Please refer to the Conditions of Contract, Technical Specifications, the Environmental and Social Management Plan (ESMP), and the other tender documents, as applicable. The allocation of responsibilities for Site possession, land acquisition, rights of way, compensation, and resettlement shall be in accordance with the Contract and the applicable laws of Timor-Leste.
79.	For BOQ E1391_BoQ_BA_CW_CIVIL WORKS—BoQ_WS.03, CW, line 71,75 and 76, please confirm whether the specified unit of measurement of “m” is correct, or whether it should be “sq.m”, since according to calculation of Bidder, the area of surface is about 63 m ² .	The unit of measurement for BOQ E1391_BoQ_BA_CW_CIVIL WORKS—BoQ_WS.03.CW, Items 71, 75, and 76, shall be m ² (square metres). The reference to “m” in the BOQ is a typographical error and shall be

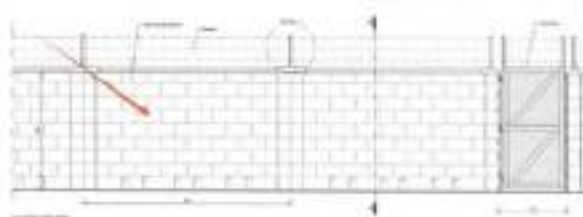


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S.N.	Questions	Responses
		corrected to "m ³ ". This clarification shall form part of the Bidding Documents. Please refer to Addendum No. 3
80.	As is shown in the following image, for BOQ E1391_BoQ_BA_CW_CIVIL WORKS BoQ_WS.02.CW line 51, Please clarify whether the block wall under this item requires any surface finish (e.g., plastering, rendering, or painting). (the same question for same item in BoQ_WS.03.CW, BoQ_WS.04.CW, BoQ_WT.01.CW, BoQ_WT.02.CW, BoQ_WT.03.CW, BoQ_WT.04.CW, BoQ_WT.05.CW, BoQ_WT.06.CW, BoQ_WT.07.CW) 	Please refer to the DED Drawings (including all relevant notes, details, and remarks), the Technical Specifications, and the Bill of Quantities (BOQ). The required finishes for the block walls shall be as specified in the tender documents, and bidders shall prepare their bids accordingly.
81.	For BOQ E1391_BoQ_BA_EI_ELECTRICAL INSTALLATIONS—BoQ_WS.01.EE line 212, the bidder didn't find explanation in the prefix for the reference Mbms. Besides, please clarify if the line 213, 214, 215 refer to the training of the Employer's local technician. If so, does this item overlap with, or duplicate, the one-day training specified under item 212? (Same question for other EE BOQ).	"Mbms13" is an internal BOQ resource code for the Building Management System and is not the unit of measurement. The applicable unit for Item WS.01.EI.03.4.r is "Set." As written in the BOQ under the "Unit" column. Item WS.01.EI.03.4.r includes planning, programming, system testing, commissioning, preparation of operating instructions, one-day training for the Employer's personnel, and delivery of the operation manual. Items WS.01.EI.03.4.s, WS.01.EI.03.4.t, and WS.01.EI.03.4.u are labor-resource items for an electrician, electrical assistant, and engineer, respectively, measured in hours. They are not separate training items and do not duplicate the



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S.N.	Questions	Responses
		one-day training included under Item WS.01.EI.03.4.r.
82.	The Technical Specifications and the BOQ refer to specific brands and models for certain equipment and materials, such as generators, UPS systems, and ductile iron pipes. Please confirm whether the Contractor may propose equivalent products from other manufacturers, provided that they fully comply with the specified technical requirements, subject to the Engineer's review and approval.	References to particular brands, manufacturers, models or proprietary products in the Bidding Document shall be read together with the applicable "or equivalent" provisions. A Bidder may propose an equivalent product, provided it demonstrates that the proposed product meets or exceeds the specified functional, performance, quality, compatibility, durability, operation and maintenance requirements. Any proposed equivalent shall be clearly identified and supported by complete technical documentation in the Bid. Acceptance shall be subject to evaluation under the Bidding Document and, where applicable, the Engineer's review under the Contract.
83.	According to the Bidding Documents, all HDPE pipes and fittings shall be connected by electrofusion or mechanical jointing methods (Compression method). Please clarify whether if the material meet the requirement of bidding document, butt fusion (heat fusion) jointing is acceptable as an alternative connection method?	No. Jointing methods for all HDPE pipes and fittings shall remain as specified in the Technical Specifications.
84.	According to the Technical Specifications of the Tender Documents, HDPE pipes shall not be nested. Please clarify whether HDPE pipes may be nested for transportation purposes, provided that such arrangement complies with the relevant requirements of the manufacturer and the carrier, in order to reduce the transportation volume,	HDPE pipes may be nested for transportation purposes only, provided that the nesting arrangement complies with the manufacturer's recommendations, the carrier's requirements, and applicable standards, and does not cause damage, deformation, or deterioration of the pipes. The Contractor shall remain fully responsible for ensuring that all pipes are delivered to site in good condition and in full compliance with the Technical Specifications. Please refer to Addendum No. 3



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S.N.	Questions	Responses
85.	Considering the extensive scope of the Works and the long construction period, the Contractor would like to seek clarification on whether sectional completion and sectional commissioning can be considered and accepted by the Employer.	The Works shall be completed and commissioned in accordance with the requirements, milestones, and Time for Completion specified in the Bidding Document. Bidders shall not assume sectional completion or sectional taking-over when preparing their Bids unless expressly provided in the Bidding Document
86.	Considering that the site visit was organized on 9 July and the deadline for submission of bidders' clarification requests is 13 July, bidders will have limited time to review and fully understand the Employer's responses before preparing their bids. To allow sufficient time for the proper preparation of a responsive and competitive bid, we kindly request that the bid submission deadline be extended to 21 days after the Employer issues its clarification responses.	Please refer to Response # 3 above
87.	Technical Specification — entire document: BoQ (CW/PE/EE) is unit-rate based The Specification contains no Method of Measurement and no Basis of Payment section. Payment intent appears only as scattered 'deemed included in the rates' statements. Please confirm the measurement and payment method applicable to this BoQ and/or issue an addendum providing a Method of Measurement per division (units, measurement rules, incidental items deemed included). Is a recognised standard (CESMM/POMI) adopted?	The measurement and payment method shall be as stated in the Bill of Quantities Preamble, the Technical Specifications, Drawings, and Sub-Clause 12.2 of the Particular Conditions. Payment shall be based on the actual quantities of work ordered and executed, measured by the Contractor, verified by the Engineer, and valued using the applicable BoQ rates and prices. Measurement shall be based on the limits, alignments, and elevations shown on the Drawings, unless otherwise stated in the Technical Specifications. Permanent Works shall be measured as net actual quantities, without allowance for bulking, shrinkage, or waste. The BoQ rates and prices shall include all labour, materials, equipment, supervision, temporary and incidental works, overhead, profit, taxes, duties, risks, obligations, and all other costs necessary to complete the relevant item. Where no separate item is provided, the



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S.N.	Questions	Responses
		cost shall be deemed included in the related BoQ rates and prices. No separate CESMM, POMI, or other external standard method of measurement is adopted. The issued Bidding Document shall govern, and no amendment is proposed.
88.	Spec pp. 52–53 (Quality Control): no ITP framework The QC clauses are narrative; there is no ITP, Hold Point or Witness Point framework. Is the Contractor required to prepare an Inspection & Test Plan with Hold/Witness Points approved by the Engineer? Please issue an addendum confirming this obligation and the minimum inspection points.	The tender documents do not prescribe a mandatory Inspection and Test Plan (ITP) or predefined Hold Points and Witness Points. The Contractor shall comply with the quality control, inspection and testing requirements of the Technical Specifications and the Conditions of Contract. The Engineer may require inspection, testing and related procedures as necessary during contract execution.
89.	Spec pp. 23 & 51 (Documentation, Samples) There is no shop-drawing submission/ approval/ revision procedure; material approval is only implied via 'samples', with no submittal register or mill certificate Please issue an addendum setting out the shop-drawing and material submittal procedure (register, catalogues, mill/test certificates, approval timeframes).	The Contractor shall prepare and submit the required shop drawings, material data, catalogues, samples, manufacturer's certificates, mill certificates, test certificates and related technical submittals for the Engineer's review in accordance with the Conditions of Contract and Technical Specifications. Following commencement, the Contractor shall prepare a coordinated submittal register showing the planned submission and required review dates. The Engineer's review shall not relieve the Contractor of its contractual responsibilities.
90.	Spec p. 64 (Standards); BoQ names specific products (e.g. 'Vandex') Some products are named specifically in the BoQ; the 'or approved equivalent' mechanism and	The BOQ permits the use of the specified product or an equivalent product, as indicated in the relevant BOQ item descriptions. Any proposed equivalent product shall demonstrate compliance with the Technical Specifications



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S.N.	Questions	Responses
	approved-manufacturer list are not explicitly regulated. Please confirm whether the 'or equivalent' principle applies and the equivalence criteria, or whether an approved-manufacturer list will be issued by addendum.	and the specified performance requirements. The acceptance of any proposed equivalent product shall be subject to the Contract. No approved-manufacturer list will be issued by addendum.
91.	BoQ CWn (item 'Trench with Phreatic Level' / CWn4); Spec p. 131 The BoQ includes excavation below the water table, yet dewatering is not specified and no pay item exists for it. Please issue an addendum providing the dewatering specification and its basis of payment (method, monitoring, disposal). Is dewatering deemed included in the excavation rate or paid separately?	Tenderers shall prepare their bids in accordance with the tender documents as issued. No separate BOQ item is provided for dewatering. The BOQ includes separate items for pipe installation in phreatic level conditions. Tenderers shall allow in their rates for those items all activities necessary to complete the work in accordance with the Contract, including any temporary dewatering that may be required.
92.	BoQ CWp (roofing: profiled sheet, insulation, ridge cap, fascia, gutter) The roofing works are almost entirely unspecified (material, fixing, laps, leakage testing, warranty). Please issue a complete Roofing section by addendum, covering material, installation, leakage testing and warranty requirements.	No addendum will be issued. The requirements for the roofing works are adequately addressed in the Bidding Documents. The Contractor shall provide a complete roofing system in accordance with the Drawings, the Technical Specifications, the manufacturer's recommendations, and good engineering practice to ensure a durable and watertight installation.
93.	BoQ CWm (road demolition & restoration); Spec pp. 104–107, 61 Public asphalt pavement restoration (prime/tack coat, AC thickness, Marshall compaction, sawcut) and road-authority coordination are incomplete. Please issue an addendum completing the pavement/reinstatement specification to the road authority's standards, including the method of measurement.	No addendum will be issued. Pavement demolition and reinstatement shall comply with the requirements of the relevant road authority and the Technical Specifications. The Contractor shall determine and include in its Bid all works necessary to achieve the required reinstatement standard, including materials, layer thicknesses, compaction, joints, saw-cutting, tack/prime coats, testing, and coordination with the relevant authorities. Measurement and payment shall be in



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S.N.	Questions	Responses
		accordance with the BOQ and the Conditions of Contract.
94.	BoQ CWb; Spec p. 59 (Rock Excavation Classification) The BoQ uses a 60% ordinary / 40% hard rock ratio; the classification definition/measurement is not tied to the Spec, and CBR/compaction targets are inconsistent. Please confirm the rock-classification definition and how it is measured (paid on actual or lump per ratio?), and the per-layer compaction targets	No amendment will be issued. Rock excavation shall be classified, measured, and paid in accordance with the requirements of the Bidding Documents. The quantities and proportions shown in the BOQ, including the 60% ordinary rock and 40% hard rock ratio, are provided for bidding purposes only and do not constitute guaranteed quantities or excavation ratios. Payment will be based on the actual measured quantities of work executed in accordance with the Contract. Compaction requirements shall be as specified in the Technical Specifications and the applicable standards.
95.	BoQ CWr (sanitary); Spec p. 63 Building fixtures/plumbing are not full sections. Please issue an addendum completing the building sanitary/plumbing specification (fixtures, pipework, testing).	No addendum will be issued. The sanitary and plumbing works shall be carried out in accordance with the Drawings, the Technical Specifications, the manufacturer's recommendations, and good engineering practice. The Contractor shall provide a complete and fully functional sanitary and plumbing system, including all necessary fixtures, pipework, fittings, valves, supports, accessories, testing, commissioning, and incidental works, whether or not explicitly identified in the BOQ, to meet the requirements of the Contract. Measurement and payment shall be in accordance with the BOQ and the Conditions of Contract.
96.	BoQ PE (reagent/disinfection circuits); Spec p. 183 (Chemical Dosing) Dosing equipment is specified, but the disinfection process design (dose mg/L, contact time, target residual chlorine, control) is not quantified.	No addendum will be issued. The chemical dosing and disinfection system shall be designed, supplied, installed, tested, and commissioned in accordance with the Drawings, the Technical Specifications, the manufacturer's recommendations, applicable standards, and good engineering practice. The Contractor shall ensure that the completed system is capable of achieving the required



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S.N.	Questions	Responses
	Please issue an addendum defining the disinfection parameters and the performance/water-quality test criteria as a condition for Taking-Over.	treated water quality and performance in compliance with the Contract requirements and the applicable drinking water quality standards. Performance testing and commissioning shall be carried out to the satisfaction of the Engineer prior to Taking-Over.
97.	BoQ DP / PE-HC (house/service connections); Spec p. 173 The house-connection assembly (ferrule/saddle, service pipe, meter box, backflow) and installation standard are incomplete; item volume is large. Please issue an addendum with the standard detail and house-connection specification, including the method of measurement per connection.	The standard details and requirements for house/service connections are provided in the Drawings and the Technical Specifications. The Contractor shall provide complete house/service connections, including all necessary materials, fittings, accessories, installation, testing, and commissioning, in accordance with the Bidding Documents. Measurement and payment shall be in accordance with the BOQ and the Conditions of Contract.
98.	BoQ PEd (pipe support/thrust block); Spec p. 155 Thrust/anchor block and pipe support details refer to drawings; the design basis (force/bearing-area tables) is absent from the Spec. Please confirm whether thrust-block design is the Contractor's responsibility (with tables/criteria) or will be provided via an addendum of detailed drawings.	The requirements for thrust blocks, anchor blocks, and pipe supports are as specified in the Bidding Documents. The Contractor shall construct these works in accordance with the Drawings, the Technical Specifications, and good engineering practice. Where detailed design by the Contractor is required, it shall be based on the applicable design loads, operating conditions, and relevant standards, and shall be subject to the Engineer's review and approval. No addendum will be issued.
99.	BoQ Maf/PEb (special accessories) Items such as tide/flap valve, casing spacer, dismantling joint, and flange/gasket/bolt ratings do not all have material/test clauses. Please issue an addendum completing the material and rating specifications (PN/flange table, gasket, bolt) for these special accessories.	The requirements for special accessories shall be in accordance with the Bidding Documents. All materials, pressure ratings, flanges, gaskets, bolts, coatings, and associated components shall be compatible with the specified piping system, comply with the applicable standards and the manufacturer's recommendations, and be suitable for the intended service. The Contractor shall provide complete and compatible assemblies for all special accessories. No addendum will be issued.



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S.N.	Questions	Responses
100.	BoQ PE-PUMP; Spec p. 66 (FAT ISO 2548) & p. 176 Pump FAT is specified; the site/string performance test and the acceptance at the system operating point are not quantified. Please issue an addendum defining the site pump performance test and the curve/NPSH-margin acceptance criteria in the field.	The pump testing and acceptance requirements shall be as specified in the Bidding Documents. In addition to the factory acceptance test, the Contractor shall carry out site testing and commissioning to demonstrate that each pump and the complete pumping system achieve the required duty point, flow, head, efficiency, vibration, noise, and operational performance under actual site conditions. The submitted pump curves, NPSH characteristics, and test results shall demonstrate adequate margin against cavitation and compliance with the specified operating range. All testing procedures and acceptance results shall be subject to the Engineer's review and approval prior to Taking-Over.
101.	BoQ PEc; Spec pp. 141/154 (Hydrostatic Testing) The pressure-test procedure is sound, but the quantitative pass criteria (allowable make-up water/pressure drop) and water-quality clearance are not explicit; measurement is not stated. Please confirm the pressure-test pass criteria (figures), any bacteriological test obligation, and the unit of measurement (per m / per section).	The hydrostatic testing, disinfection, and commissioning requirements shall be carried out in accordance with the Bidding Documents, the applicable technical standards, and the manufacturer's recommendations. The Contractor shall demonstrate that the pipeline has successfully passed the required pressure tests, with no unacceptable leakage or pressure loss, and shall rectify any defects identified during testing. Where required by the Technical Specifications or the applicable drinking water quality standards, the Contractor shall also carry out disinfection and bacteriological testing prior to commissioning. Measurement and payment for testing shall be in accordance with the BOQ and the Conditions of Contract. No addendum will be issued.
102.	BoQ EE (SCADA/telemetry); Spec p. 247 (BMS) The system is described as a 'BMS' with no formal SCADA architecture, I/O & tag list, protocol (Modbus/OPC), redundancy, cybersecurity, or FAT/SAT.	The requirements for the monitoring, control, and automation system are as specified in the Bidding Documents. The Contractor shall provide a complete and fully functional system, including all hardware, software, communications, interfaces, programming, testing, and commissioning necessary to achieve the required operational performance.



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S.N.	Questions	Responses
	Please issue an addendum providing a complete SCADA specification, including architecture, I/O matrix, inter-site communication protocol, and FAT/SAT procedures.	The Contractor shall submit detailed system architecture, I/O schedules, communication protocols, functional descriptions, and FAT/SAT procedures for the Engineer's review and approval prior to implementation. No addendum will be issued.
103.	BoQ EE-EMG (UPS/genset); Spec p. 205 UPS/genset are named; sizing/autonomy, ATS/AMF logic, fuel system and load test are incomplete. Please issue an addendum completing the genset specification (ATS, fuel system, load/commissioning test) and the UPS autonomy.	The requirements for the UPS, generator set, and associated electrical systems are as specified in the Bidding Documents. The Contractor shall provide a complete and fully functional emergency power supply system, including all necessary equipment, accessories, controls, automatic transfer arrangements, fuel system, testing, and commissioning required to achieve the specified operational performance. The Contractor shall submit detailed design information, equipment data, control logic, and testing procedures for the Engineer's review and approval prior to implementation. No addendum will be issued.
104.	BoQ EE-ERT (earthing); Spec p. 219 The earthing/LPS is sound, but the target earth resistance (Ω) and the test procedure per location are not quantified. Please confirm the target earth-resistance value and the obligation to carry out an earth-resistance test at each site.	Please refer to the DED Drawings, Technical Specifications, and the Bill of Quantities (BOQ). The earthing system and associated testing requirements shall be in accordance with the tender documents.
105.	BoQ G-COM; Spec pp. 22/35 (Commissioning) The commissioning framework is sound, but the integrated system performance test (capacity, network pressure, water quality, NRW indication) as a Taking-Over condition is not quantified. Please issue an addendum defining the performance and integrated/reliability run criteria that constitute a condition for the Taking-Over Certificate.	Please refer to the DED Drawings, Technical Specifications, Conditions of Contract, and the Bill of Quantities (BOQ). Commissioning, testing, and the requirements for Taking-Over shall be carried out in accordance with the tender documents. Bidders shall prepare their bids based on the requirements specified therein.



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S.N.	Questions	Responses
106.	BoQ EE-ED / EE-BRD (cables, panels) Per-circuit insulation/continuity tests, cable schedule, panel type-test and SAT are not structured. Please issue an addendum confirming the cable schedule, field electrical testing, and panel type-test/SAT.	Please refer to the DED Drawings, Technical Specifications, Conditions of Contract, and the Bill of Quantities (BOQ). The requirements for cable installation, testing, panel inspection, and commissioning shall be in accordance with the tender documents. Bidders shall prepare their bids accordingly.
107.	Site-visit clarification vs BoQ & Drawings — WS Sirimanamana / Uaisarake During the site visit it was explained that WS Sirimanamana will not be executed and is replaced by Uaisarake WS. However, the BoQ and drawings still refer to Sirimanamana. Please confirm the water-source substitution and issue an addendum aligning the BoQ and drawings to Uaisarake WS (scope, quantities, hydraulic data, spring/intake works). On which basis should bidders price — Sirimanamana as documented, or Uaisarake as explained?	Tenderers shall prepare their bids based on the tender documents as issued, including the existing BOQ and drawings. The discussion during the site visit does not modify the tender documents. Any changes to the Works, if required after contract award, will be administered in accordance with the Conditions of Contract.
108.	Existing Ualili Tank — works Works on the existing Ualili Tank have neither design drawings nor a BoQ. Please provide the design drawings and BoQ for the Ualili Tank works, or confirm the scope and how it is to be priced/paid. Without these, bidders cannot price this work.	Please refer to the issued Bill of Quantities (BOQ). Bidders shall prepare and price their bids based on the tender documents as issued.
109.	BoQ — Lower Tank (WT.04); not visited during site visit The BoQ includes works at the Lower Tank, but the site visit did not include the Lower Tank. Please confirm whether the Lower Tank works remain within the scope to be executed. If retained, please confirm site access and any updated scope/quantities.	Tenderers shall prepare their bids in accordance with the tender documents as issued. The Lower Tank works remain within the scope of the Contract as described in the BOQ and the tender drawings. The omission of the Lower Tank from the site visit does not modify the scope of the Works. Any changes to the scope of the Works.



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S.N.	Questions	Responses
		if required, will be administered in accordance with the Conditions of Contract.
110.	Access roads — asphalt (hot-mix asphalt layer & penetration asphalt layer) The hot-mix asphalt layer and penetration (penetrated) asphalt layer for access roads have no detailed design (cross-section / typical section). Please provide the access-road pavement cross-section / typical section detail and the corresponding layer specification (thicknesses, materials), so quantities and rates can be confirmed.	The access roads are typically new service roads providing access to the project facilities and are not road reinstatement works. The access roads shall be constructed in accordance with the Technical Specifications and the applicable BOQ items. The pavement comprises the specified granular layers (backfill, subbase and basecourse) as described in the BOQ. Accordingly, the hot-mix asphalt and penetrated asphalt layers applicable to road reinstatement works are not applicable to the access roads.
111.	Bidding Document — system design capacity The bidding document states a design capacity for the water supply system, and the design is provided by the Employer. If, after construction fully in accordance with the issued design, the system does not achieve the stated design capacity, how is this treated for payment and liability? Please clarify the risk allocation — Employer's-design risk (Contractor paid in full for works built to design) or a Contractor performance guarantee — and confirm the applicable FIDIC form/clause.	Please refer to the Conditions of Contract, Drawings, and Technical Specifications. The Contractor shall execute the Works in accordance with the Employer's design and remains responsible for the quality of materials and workmanship, proper installation, testing and commissioning, and any design expressly assigned to the Contractor under the Contract. The Contractor shall promptly notify the Engineer of any error, discrepancy, or deficiency in the Employer's design that an experienced contractor should reasonably identify. The allocation of risks and responsibilities shall be in accordance with the Conditions of Contract.



Hermingardo Albano Soares

Executive Director of National Procurement Commission (NPC)