## CLARIFICATIONS (Batch 2)

## Consulting Services for the Construction Supervision of the Suai-Fatucai/Mola Section of the Suai-Beaco Highway Road Project

## RFP/008/MPW-MPMR-2013

NO.	CLARIFICATION	RESPONSE
1	Could you describe the main duties to be assigned by those nominated counterpart staff on this assignment and their influence to any decisions to be made by Consultant personnel especially for those experts of consultant who are taking part under the field team sub professional staff. Can we get an access or information about their level of experiences at least in last 5 years in the area of construction supervision??	The Counterpart Staff are government employees to be provided by the government. The Addendum No. 1, Item 1. Section 2 – Instructions to Consultants and Data Sheet, 2.1 Data Sheet, page 20, 1.4, b states the following:  b. Counterpart staff according to availability for assistance with surveys and progress monitoring.  No access on these counterpart staff experience is provided.
	Is it possible we could mix a Timorese experts (Timorese citizenship) and International experts to hold those positions in field team sub professional and core team support staff??	This is Consultant's prerogative.
3	Is it possible the position of Cad operators could be performing by any one that has an experience in Building Construction Supervision??	No.
	If there is any delay of construction works causing by any fault from contractor side/conducted by contractor and has seriously effecting to the delay of construction schedule was allocated (27 Months) and being cause to the provision of additional time for construction, we presumed that it will also automatically effecting to the additional time to be perform by consultant. If this is happen are the consultants has a right to receive an additional fees for the extra time adding service to be provide??	This construction supervision contract is time based. For modifications, see RFP Section 6 - Standard Forms of Contract: GC, Clause 2.6.  2.6 Modifications or Variations (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
5	If there is any delay of construction works	Refer to RFP Section 6 - Standard Forms of



causing by Force Majeure and has casing to the potential delay of construction schedule was allocated (27 Months) and being cause to the provision of additional time for construction, we presumed that it will also automatically effecting to the additional time to be perform by consultant. If this is happen, are the consultants has a right to receive an additional fees for the extra time adding and service to be provide??

Contract: GC , Clause 2.6.

- 2.6 Modifications or Variations
- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

Also refer to RFP Section 6 - Standard Forms of Contract: GC, Clause 2.7. Force Majeure

There is any possibility to make a second 6 extension of time for RFP submission at least 1.5 - 2 weeks after July 18th 2013, this is to give an opportunity to the tender participants for rising up an additional addendum aueries against response to the clarification during and after the pre-proposal meeting, as those copy of reports just distributed to the entire consultants after the deadline of clarification provided by NPC in addendum (During 21 Consultant doesn't have Days) sufficient time to read those documents and rising a new queries related to it.

No more extension on the date of submission of proposals.

Aniceto do Rosario

National Procurement Commission