



Instituto de Geociências de Timor-Leste, Instituto Público (IGTL)

CONCURSO PÚBLICO

FORNECIMENTO DE VEÍCULOS CIVIS PARA O INSTITUTO DE GEOCIÊNCIAS DE TIMOR-LESTE, INSTITUTO PÚBLICO (IGTL)

CP/03/IGTL/VIII/2024

INTRODUÇÃO

O Instituto de Geociências de Timor-Leste (IGTL) é um instituto público criado pelo Decreto-Lei n.º 60/2023, de 6 de setembro, que altera o Decreto-Lei n.º 33/2012, de 18 de julho. A sua missão principal é conduzir investigações de geociências no território de Timor-Leste e nas áreas marítimas sob a sua jurisdição. A fim de cumprir a sua missão, o IGTL pretende contratar uma empresa competitiva e fiável para o fornecimento de veículos civis para o IGTL.

SUBMISSÃO E PRAZO

As proposta técnicas e financeiras devem ser apresentadas separadamente em envelope selados, marcado como "CONFIDENCIAL" e mencionando o número de referência do processo, dirigida ao Unidade de Aprovisionamento, e entregue em mãos ou por correio para: **Instituto de Geociências de Timor-Leste, City 8, CBD Level 2, Rua Has-Laran, Manleuana, Díli, Timor-Leste.**

Calendário

- Prazo para apresentação de propostas: 12 de setembro de 2024 (15:00)
- Abertura das propostas: 12 de setembro de 2024 (15:30)

INFORMAÇÕES ADICIONAIS

Questões ou pedidos de informações adicionais devem ser feitos por carta ou email para aprovisionamento@igtltl.

Nota: O documento do concurso podem ser obtidos mediante pedido escrito por email ou descarregados em formato PDF a partir do site do IGTL em www.igtltl.

PUBLIC TENDER

PROVISION OF CIVIL VEHICLES FOR THE INSTITUTO DE GEOCIÊNCIAS DE TIMOR-LESTE, INSTITUTO PÚBLICO (IGTL)

CP/03/IGTL/VIII/2024

BACKGROUND

The Instituto de Geociências de Timor-Leste (IGTL) is a public institute established through Decree Law No. 60/2023 on September 6th, amending Decree Law No. 33/2012 from July 18th. Its primary mission is to conduct geoscience investigations in Timor-Leste's territory and maritime areas under its jurisdiction. In order to fulfill its mission, IGTL wishes to engage with a competitive and reliable company for the Provision of civil vehicles for IGTL.

SUBMISSION AND DEADLINE

The technical and financial proposals should be submitted separately in sealed envelopes, marked "CONFIDENTIAL" and mentioned the procurement reference number for the attention of Procurement Unit, and submitted by hand or courier to: **Instituto de Geociências de Timor-Leste, City 8, CBD Level 2, Rua Has-Laran, Manleuana, Díli, Timor-Leste.**

Calendar

- Deadline for submission of proposals: 12 September 2024 (15:00)
- Opening of proposals: 12 September 2024 (15:30)

FURTHER INFORMATION

Question or request for further information should be made by letter or email to aprovisionamento@igtltl.

Note: The Tender Document could be obtained by sending a written request via email or downloaded as a PDF copy from the IGTL website at www.igtltl.

Dili, 20 de agosto de 2024

Job Brites dos Santos
Presidente do IGTL



**Instituto de Geociências de Timor-Leste, Instituto Público
(IGTL)**

PUBLIC TENDER

NU: CP/03/IGTL/VIII/2024

TENDER DOCUMENT

**PROVISION OF CIVIL VEHICLES FOR THE INSTITUTO DE GEOCIÊNCIAS
DE TIMOR-LESTE, INSTITUTO PÚBLICO (IGTL)**

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I ANOUNCEMENT

1. Tender Identification

CP/03/IGTL/VIII/2024 – Provision of Civil Vehicles for the Instituto de Geociências de Timor-Leste, Instituto Público (IGTL)

2. Identification and contact details of the contracting authority;

Instituto de Geociências de Timor-Leste, Instituto Público (IGTL)

Address: City 8, CBD Piso 2, Rua Has Laran, Manleuana, Díli, Timor-Leste

Phone: (+670) 3310-179

E-mail: info@igtltl

3. Identification and Contact Details of the Procurement Unit;

Procurement Unit

Address: City 8, CBD Piso 2, Rua Has Laran, Manleuana, Díli, Timor-Leste

Phone: (+670) 3310-179

E-mail: aprovisionamento@igtltl

4. Object of the Tender

Provision of Civil Vehicles for the Instituto de Geociências de Timor-Leste, Instituto Público (IGTL)

5. Type of Procedure

Public Tender

6. Value of the Procurement Procedure

US\$150,000.00 (One hundred fifty thousand dollars.US)

- Proposals whose value exceeds the value of the procedure will not be accepted.
- Proposals with a value below US\$105,000.00 are considered to have an abnormally low price, under the terms of article 61 of the Legal Framework for Procurement, Public Contracts, and the respective infractions.

7. Special procurement and/or contracting conditions

N/A

8. Place of contract execution

Office of the Instituto de Geociências de Timor-Leste, Instituto Público (IGTL), City 8, CBD
Level 2, Rua Has Laran, Manleuana, Díli, Timor-Leste

9. Deadline for the performance of the services and/or the duration of the contract

3 months. Counts from the date of contract signing.

10. Qualification documents required

1. Copy of commercial registration certificate;
2. Copy of registration certificate;
3. Copy of economic activity license;
4. Copy of debt certificate;
5. Copy of company owner's status and electoral card/identity card/passport.

11. Qualifications and required qualification documents

1. Financial Capacity:

- Proof of financial capacity amounting to at least 50% of the procedure value.
- This must be demonstrated through a bank statement showing cash flow for the past three months.

2. List of Contracts:

- Provide a list of contracts for services that are similar or almost similar in terms of complexity.
- Include the contract values.
- Detail the work in progress for each contract.
- This should cover contracts from the past five years.

3. Experience Documentation:

- Submit copies of contracts for the provision of similar services.
- Each contract must be accompanied by appropriate references.

12. Form of consultation of the procedural documents

Interested bidders can obtain information about this public tender at the IGTL office during working hours.

13. Price for the provision of procedural documents

Free ☒

Cost:

14. Pre-conference

N/A

15. Form of Proposal submission

- The proposal should be elaborated according to Annex I.

- Technical proposal and Financial Proposal must be submitted separately, placed in opaque and sealed envelopes, with the identification of the procedure and the contracting authority indicated on the front.
- The proposals must be delivered, against receipt of delivery, to the address of the procurement entity or service within the deadline for the submission of proposals.

16. Deadline for submitting proposals

The deadline for submission of proposal will be on 12th of September 2024 at 15:00 Timor-Leste time. Late application will not be considered.

17. Urgent deadline

Yes ☐

No ☒

18. Minimum proposal validity period

90 days

19. Award criteria

The best price-quality ratio

20. Guarantees

1. Performance Guarantee:

Yes ☒

No ☐

2. Quality Guarantee:

Yes ☒

No ☐

21. Tax

Obligation to pay taxes:

Yes ☒

No ☐

Obligation to withhold taxes at source in accordance with the law:

Yes ☒

No ☐

22. Author of the announcement

Name: Job Brites dos Santos

Position: President of IGTL

23. Date of opening of the procedure

August 20, 2024

Dili, August 20, 2024

Job Brites dos Santos
President of IGTL



2 PROCEDURE PROGRAM

1. Procedure Identification:	CP/03/IGTL/VIII/2024 – Provision of Civil Vehicles for the Instituto de Geociências de Timor-Leste, Instituto Público (IGTL)
2. Contracting Authority:	Instituto de Geociências de Timor-Leste, Instituto Público
3. Contact details of the contracting authority:	website: www.igtl.tl ; Phone: (+670) 3310179
4. Entity or Procurement Service	Unidade de Aprovisionamento – IGTL
5. Contact details of the procurement entity or service	IGTL, IP, City 8, CBD Level 2, Rua Hás Iaran, Manleuana, Dili – Timor-Leste Phone: 3310179
6. Object of the procedure	Provision of Civil Vehicles for the Instituto de Geociências de Timor-Leste, Instituto Público (IGTL)
7. Type of procedure	Public Tender
8. Value of the Procurement Procedure	
- The value of the procedure is US\$ 150,000.00 (One hundred fifty thousand dollars US) - Proposals whose value exceeds the value of the procedure will not be accepted. - Proposals with a value below US\$ 105,000.00 are considered to have an abnormally low price, under the terms of article 61 of the Legal Framework for Procurement, Public Contracts, and the respective infringements. - The bidders must submit a justification note when the price submitted in the tender is abnormally low in accordance with Article 61.	
9. Place for Contract Execution	Instituto de Geociências de Timor-Leste, Instituto Público, City 8, CBD Piso 2, Rua Has-Laran, Manleuana, Dili, Timor-Leste
10. Deadline for the performance of the services and/or the duration of the contract	3 months. Counts from the date of contract signing.
11. Required qualification documents	- Copy of commercial registration certificate; - Copy of registration certificate; - Copy of economic activity license; - Copy of debt certificate; - Copy of company owner's status and electoral card/identity card/passport.
12. Qualifications and required qualification documents	1. Financial Capacity: - Proof of financial capacity amounting to at least 50% of the procedure value. - This must be demonstrated through a bank statement showing cash flow for the past three months.

	2. List of Contracts: • Provide a list of contracts for services that are similar or almost similar in terms of complexity. • Include the contract values. • Detail the work in progress for each contract. • This should cover contracts from the past five years. 3. Experience Documentation: • Submit copies of contracts for the provision of similar services. • Each contract must be accompanied by appropriate references.
13. Form of consultation of the procedural documents	Interested bidders can obtain information about this public tender at the IGTL office during working hours.
14. Price for the provision of Tender documents	Free ☒ Cost:
15. Pre-conference • N/A	
16. Clarifications and rectification of documents • Interested parties must request the clarifications necessary for a proper understanding and interpretation of the parts of the procedure and submit a list in which they expressly and unequivocally identify the errors and omissions in the parts of the procedure that they have detected before one third of the deadline set for the submission of proposals has elapsed. • Clarifications are requested in writing, by means of a letter delivered to the address of the entity or procurement service or sent to the email address of the entity or procurement service.	
17. Competitor • Any natural or legal person or group may be a competitor. • Members of a competing group may not be candidates or competitors in the same procedure, nor may they be part of another competing group. • Natural or legal persons who: a. Are in a situation or process of insolvency, cessation or suspension of activity, dissolution or liquidation; b. Are in default of any pecuniary obligation owed to the State or any other public entity, in particular taxes and social security contributions; c. Have been convicted, by a final judgment, within the last five years, of a crime related to their professional conduct, to the provision of false declarations or of erroneous information regarding their qualifications for the conclusion of a contract with a contracting authority; d. They have been convicted of corruption, influence peddling, fraud, tax fraud, money laundering, criminal association, terrorism, terrorist financing or human trafficking by a final judgment within the last ten years;	

- e. Have provided, directly or indirectly, technical advice in the preparation or drafting of procedural documents;
- f. Are affected by conflicts of interest that cannot be effectively corrected by other less burdensome measures than exclusion;
- g. Have, in the last two years, terminated a contract without just cause or have been ordered by a final decision to pay compensation for breach of contract;
- h. Have been subject to an accessory sanction prohibiting participation in procurement procedures which has not expired;
- i. Adopt, participate in, support or encourage the conduct listed in no. 1 of article 32 of the Legal Framework for Procurement, Public Contracts and the respective infractions.
- The impediment provided for in the previous number also applies to legal persons when their managers, administrators or management bodies are in any of the situations listed therein.

18. Form of submission of proposals

- The proposal should be elaborated according to Annex I.
- Technical proposal and Financial Proposal must be submitted separately, placed in opaque and sealed envelopes, with the identification of the procedure and the contracting authority indicated on the front.
- The proposals must be delivered, against receipt of delivery, to the address of the procurement entity or service within the deadline for the submission of proposals.

19. Documents constituting the proposal

- The proposal is made up of the following documents:
 - a. The competitor's declaration, under a pledge of honor, of unconditional acceptance of the terms of reference, according to the model provided for in annex II;
 - b. Declaration by the competitor, on his honor, that he is not prevented from participating in the provisioning procedure, in accordance with the model provided for in annex III;
 - c. Technical proposal, which includes the documents relating to the conditions of execution;
 - d. Financial proposal, which includes the price;
 - e. Note justifying an abnormally low price, when the price presented in the proposal is abnormally low;

20. Language

- Proposals must be submitted in Portuguese, Tetum or English.
- The documents accompanying the proposal may be submitted in the original foreign language version together with a translation into one of the official languages.

21. Documents that must accompany the proposals and the form of submission

- The proposal must be accompanied by the copies of following documents:
 - a. Commercial registration certificate;
 - b. Registration certificate;
 - c. Economic activity license;
 - d. Debt certificate;
 - e. Company Statute (Estatuto Companhia)
 - f. Electoral Card/Identity Card/Passport of Company's owner.
- The documents listed in the previous number must be presented in the same way as the proposal.

22. Deadline for submission of proposals	
The deadline for submission of proposal will be on 12th of September 2024 at 15:00 Timor-Leste time. Late application will not be considered.	
23. Urgent Deadline	No
24. Deadline for correcting irregularities found in the documents submitted	3 days
25. Opening of proposals	12 th September 2024 (15:30)
26. Minimum Proposal validity period	90 days
27. Existence of a negotiation phase and modality	No
28. Award criteria	The best price-quality ratio
29. Evaluation model	The evaluation model is presented in Annex IV.
30. Existence of essential factors	No
31. Tie-breaking criteria - In the event of a tie, the proposals will be ranked in descending order taking into account the best score obtained in the factors and sub-factors of the technical evaluation with the highest evaluation weight. - In the event of a remaining tie, the proposals will be drawn by lot.	
32. Numeric value below which proposals are excluded	Minimal 60 point
33. Guarantee Performance Guarantee: Yes ☒ No ☐ Value: 5% from total value Form: Bank Guarantee emitted from a Commercial Bank in Timor-Leste Quality Guarantee: Yes ☒ No ☐ Value: 5% from total value	

34. Calendar

The dates contained in this timetable are indicative and depend on the date on which the procedure is opened.

Phases	Date
Announcement	20 August 2024
Deadline for submission of proposals	12 September 2024 (15:00)
Opening of proposals	12 September 2024 (15:30)
Publication of preliminary report	17 September 2024
Award of contract	10 days after the date of the notification of evaluation result.
Signing of contract	Within 5 days upon receiving acceptance letter and submission of performance guarantee.

35. Applicable legislation and jurisdiction

- In all that is omitted from this program, the provisions of the Legal Regime for Procurement, Public Contracts and the respective infractions, approved by Decree-Law no. 22/2022, of May 11, shall apply.
- In the event of any disputes, these will be settled using Timorese law at the Dili District Court, expressly waiving any other.

3 ANNEX I - PROPOSAL TEMPLATE

The proposal must be organized according to the structure of this model and include all the elements referred to in it, unless there is any aspect that is not applicable or does not exist and which must be expressly stated as such, otherwise it will be considered missing.

The document may not exceed 50 (fifty) pages, preferably in A4 format, Arial 10 font and 1.5 spacing.

The page limit does not apply to the documents accompanying the proposal, namely the qualification documents, the classification documents and the curriculum vitae.

All the requirements set out in the technical specifications are mandatory and failure to comply with them, or omission of the elements set out in this model, will constitute grounds for exclusion.

MODEL

CHAPTER I - INTRODUCTION

Where the bidder presents its understanding of the work and services to be provided and other content that it considers pertinent as an introduction to its proposal.

CHAPTER 2 - PROPOSED SERVICES

In this chapter, the bidder must demonstrate the suitability of the proposal to the requirements and specifications described in Part II of the Terms of Reference.

To this end, the bidder must describe the main technical activities of the service, indicating the tools they intend to use;

CHAPTER 3 - IMPLEMENTATION

In this chapter, the bidder must demonstrate that the proposal meets the implementation requirements of Part II of the Terms of Reference.

To this end, the bidder must describe the project implementation methodology, detailing activities, results, responsibility and interdependence.

CHAPTER 4 - ORGANIZATION AND TEAM

The proposal must present and describe:

1. The organizational structure of the team and other parties involved, and the composition of the team assigned to the execution of the contract.
2. For each member of the team, their profile, academic background, main skills, the role and responsibilities they will carry out in the planned team, as well as the certifications defined in the Terms of Reference by profile.
3. The information provided above must be accompanied by an up-to-date curriculum vitae and proof of the certifications declared.

CHAPTER 5 - FINANCIAL CONDITIONS

In this chapter, the proposal must present the following elements relating to the financial conditions:

1. The overall price of the service, i.e. the price to be paid by the Public Contractor for the execution of all the services that are the object of the contract to be concluded;
2. Detailed unit price figures. Prices must be indicated in numerals and in full. In the event of contradiction, the values indicated in full shall prevail.

BIDDER FORM

Bidder legal/official name	
In the case of Joint Venture, legal name of each partner	
Registration Country	
Registration Year	
Official Address	
Legal Representative (Name, address, telephone number, fax number, e-mail address)	
Please attach copies of registration documents as requested in Procedure Program No. 11 and 12. ☐ 1. Authorization to represent the company or JV above mentioned ☐ 2. In the case of JV, intention letter to form a JV or agreement	

JOINT VENTURE FORM

Each party of JV should fill this form

Bidder Legal Name	
Partner Legal Name	
Country of the JV Partner	
Partner Registration Year	
Partner official address	
Information regarding authorized representative (name, address, telephone number, fax number, e-mail address)	
Please attach copies of registration documents as requested in Procedure Program No. 11 and 12. ☐ 1. Authorization to represent the company or JV above mentioned ☐ 2. In the case of JV, intention letter to form a JV or agreement	

4 ANNEX II - DECLARATION OF ACCEPTANCE OF THE TERMS OF REFERENCE

[Name of the company/grouping/entrepreneur], [Identification document number], with registered office at [address], hereby represented by [name] in the capacity of its legal representative (in the case of a company/grouping), declares, on oath, that it unconditionally accepts the specifications for the procurement procedure [identification of the procedure].

Dili, [Date]

[Name, position and signature]



5 ANNEX III - DECLARATION OF NON-IMPEDIMENT

[Name of the company/grouping/entrepreneur], [Identification document number], with registered office at [address], hereby represented by [name] as its legal representative (in the case of a company/grouping), declares, under oath, that it is not prevented from participating in the provisioning procedure because it does not find itself in any of the situations provided for in article 29 of the Legal Framework for Provisioning, Public Contracts and the respective infractions.

Dili, [Date]

[Name, position and signature]

6 ANNEX IV – EVALUATION MODEL

The award criteria are the best price-quality ratio.

The proposals will be evaluated according to the factors, sub-factors and weightings described below:

Components	Weighting	Factors	Weighting	Indicator	Weighting
Technical	60%	Technical factor 1 – Meet technical requirement (specification)	35%	The submitted proposal must meet the technical requirement (specification)	
		Technical factor 2 - Experience in similar or almost similar services (Provision of Civil Vehicles)	25%	Has experience in providing similar or almost similar services (Provision of Civil Vehicles). The Contracts must be annexed.	
		Technical factor 3 – Delivery Time	5%	Provide the proper time schedule according to the duration of the service.	
Financial	40%	Financial factor 1 – Price	40%	The lowest price (price of proposal X) will automatically obtain 40% weight or 400 points.	

The factors are scored on a scale of 0 to 100 points.

Proposals are excluded if they score below 60 points in any of the factors.

The financial factor is only evaluated for proposals that are not excluded in the technical evaluation.

The overall score of the proposals will be equal to the sum of the scores of the factors, taking into account the weighting of each factor, obtained using the following formula:

$$(\text{Technical factor 1} \times \dots\%) + (\text{Technical factor 2} \times \dots\%) + (\text{Technical factor 3} \times \dots\%) + (\text{Financial factor 1} \times \dots\%) = \text{Overall score}$$

Yes

7 ANNEX V - TERMS OF REFERENCE

Identification of the procedure:	CP/03/IGTL/VIII/2024
Contracting authority:	Instituto de Geociências de Timor-Leste, Instituto Público (IGTL)
Object of the procedure:	Provision of Civil Vehicles for the Instituto de Geociências de Timor-Leste, Instituto Público (IGTL)

PART I
LEGAL CLAUSES

Clause 1

Terms of Reference and contract

1. These Terms of Reference comprise the clauses of the contract to be concluded following the procurement procedure for contractual objects in accordance with the technical specifications contained in Part II of the Terms of Reference.
2. The contract to be concluded also includes the clarifications and rectifications relating to the specifications made by the contracting authority, the proposal awarded and the clarifications relating to the proposal made by the author of the proposal.

Clause 2

Contractual object

The contractual object is the acquisition of two (2) civil vehicles for IGTL.

Clause 3

Obligations of the private contractor

The private contractor shall perform the provision of vehicle service with excellence, maintaining high standards of professional and ethical competence and integrity, considering their experience in providing similar services.

Clause 4

Obligations of the public contractor

The public contractor shall oversee the quality of the vehicles and ensure that the vehicle supplies are delivered in accordance with the required terms of reference, as well as execute the payment in a timely manner.

Clause 5

Place of execution of contractual services

Instituto de Geociências de Timor-Leste, Instituto Público, City 8, CBD Level 2, Rua Has-Laran, Manleuana, Dili, Timor-Leste.

Clause 6

Deadline for the execution of the vehicle supplies or the duration of the contract.

The duration of the contract is 3 Months. Counts from the date of contract signing.

Clause 7

Value of the procedure

The value of the procedure is US\$150,000.00 (One hundred fifty thousand dollars US.) includes tax.

Clause 8

Payment

The full amount will be paid 100% within 60 days after the delivery of vehicles.

Clause 9

Guarantees

The guarantee is based on Articles 108 and 109:

1. The performance bond is equivalent to 5% of the contract value.
2. The quality deposit is equivalent to 5% of the contract value.

Clause 10

Warranty

The supplier company agrees to ensure the quality of the vehicles provided to the public institution, as outlined below:

1. The Supplier guarantees that the vehicle's will be free from defects and will meet the specified standards.
2. The Supplier will cover repairs or replacements of defective components at no additional cost during the 2-year warranty period.
3. The warranty starts from the date of final acceptance of the vehicle and includes technical support and maintenance.
4. Defects must be reported in writing, and the Supplier will take corrective actions within 10 business days.
5. The Supplier will cover all costs associated with repair or replacement, including transportation and labour.
6. If the issue is not resolved satisfactorily, the Contracting Authority may request a refund or compensation for damages.
7. The Supplier guarantees compliance with safety and quality standards and will provide ongoing support and updates as necessary.

Clause 11

Intellectual property

1. Ownership of intellectual property rights over any works and materials developed, created, modified or customized by the private contractor for the public contractor or by the public contractor under the Contract, including in particular writings, reports, schemes, drawings, images, photographs, specifications, parameterizations, data in electronic format and tabulations, surveys and questionnaires, inventions, technical innovations, know-how, processes, techniques, research methods, documents or any other creations, of any nature or medium, belongs to the public contractor, with the agreed contract price being considered sufficient consideration for this.
2. With the acceptance of the goods, services and/or works which are the object of this contract, ownership of them is transferred to the public contractor, as well as of all the documents drawn up by the private contractor, and the public contractor may use, reproduce, alter, and transfer them freely, without any restrictions and without the need for authorization from the private contractor.
3. The private contractor shall be liable for the infringement of any patent, design, license, project, trademark, name or any other intellectual, industrial, or similar property rights relating to the goods, services or works covered by the contract, namely projects, studies, computer programs, equipment, materials, documentation, or work carried out.

Clause 12

Confidentiality

1. The private contractor undertakes not to disclose any information and documentation, technical and non-technical, commercial, or otherwise, of which it becomes aware under or in connection with the performance of the contract.
2. No document or data to which the private contractor has access, directly or indirectly, within the scope of the contract may be reproduced without the express written authorization of the public contractor.
3. The private contractor undertakes not to use the information obtained for purposes unrelated to the performance of the contract.
4. The duty of confidentiality shall remain in force after the termination of the obligations arising from the contract.
5. The duty of confidentiality does not apply to information and documentation which has been proven to be in the public domain, or which the private contractor is legally obliged

to disclose by law, legal proceedings or at the request of regulatory authorities or other competent administrative bodies.

Clause 13

Termination of the contractual position

Without prejudice to the other situations provided for in the Legal Framework for Procurement, Public Contracting, and the Respective Infringements, in the event of non-compliance with the contractual obligations by the private contractor, the public contractor may notify the private contractor to transfer its contractual position to a competitor ranked in a subsequent position, to be indicated by the public contractor.

Clause 14

Communications and notifications

1. The notifications and communications to be made within the scope of the contractual execution are made under the terms of article 18 of the Legal Framework for Procurement, Public Contracting, and the Respective Infringements.
2. The parties' contact details are as follows:
 - a) Public Contractor:
Unidade de Aprovisionamento – IGTL
Address: City 8, CBD Piso 2, Rua Has Laran, Manleuana, Díli, Timor-Leste
Phone: (+670) 3310-179
E-mail: aprovisionamento@igt.tl
 - b) Private contractor:
[Name and position]
[Address]
[Email address]

Clause 15

Contractual penalties

1. In the event of non-compliance with the deadlines set out in this contract due to a cause attributable to the Private Contractor, a pecuniary penalty of 1% (one percent) may be applied for each day of delay until effective compliance.
2. Without prejudice to the provisions in previous number, failure by the Private Contractor to comply with any of the obligations arising from this contract, shall entitle the Public Contractor communicate, in writing, the loss of interest in contracting and the immediate resolution of the

contract cumulatively with the effectuation of contractual and extra-contractual civil liability for damages caused.

Clause 16

Settlement of disputes

Any omissions and disputes relating to this public contract that cannot be resolved by mutual agreement between the parties shall be submitted to the **RJA** in force and, in the absence of mutual agreement, to the jurisdiction of the **District Court of Dili, East Timor**.

Clause 17

Applicable law

This contract is governed by the legislation of the Democratic Republic of Timor-Leste, in particular by Decree-Law No. 22/2022 of May 11, on the *Legal Regime for the Procurement of Public Contracts and Related Infractions*.

PART II
TECHNICAL CLAUSES

No	Description	Quantity
1	Toyota Prado Kakadu 2024 or Equivalent Condition: New Engine: 2.8 Litre turbo diesel (IGD-FTV) Displacement: 2755 cc Transmission: 6-speed automatic Driveline: 4WD Fuel Type: Diesel Wheels: 19" alloy wheels Color: Silver Pearl Made In Australia Warranty: 2-years	1
2	Toyota Hilux SR5 2024 or Equivalent Condition: New Body Type: Double-cab Pick-Up Grade: SR5 Engine: 2.8L turbo diesel with V-Active (48V) technology Transmission: Automatic Drivetrain: 4x4 Displacement: 2755 cc Fuel: Diesel Color: Stunning Silver Wheels: 18" alloy Wheels Made In Australia Warranty: 2-years	1