



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

### SOLICITAÇÃO DE COTAÇÕES

#### PRESTAÇÃO DE SERVIÇOS DE TRANSCRIÇÃO DE DADOS SÍSMICOS EM MÚLTIPLAS JURISDIÇÕES SDC/06/IGTL/III/2026

##### 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 que assegure o prestação de serviços de transcrição de dados sísmicos em múltiplas jurisdições.

##### SUBMISSÃO E PRAZO

A proposta completa deve ser submetida num envelope selado, marcado como "**CONFIDENCIAL**" e mencionando o número de referência do processo de contratação, 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**, ou por email para [aprovisionamento@igt.tl](mailto:aprovisionamento@igt.tl). O prazo para a submissão da proposta será no dia ~~6~~ **17** de abril de 2026 às **16:30** horas de Timor-Leste. Candidaturas tardias não serão consideradas.

##### INFORMAÇÕES ADICIONAIS

Questões ou pedidos de informações adicionais devem ser feitos por carta ou email para [aprovisionamento@igt.tl](mailto:aprovisionamento@igt.tl).

**Nota:** O Termos de Referência podem ser obtidos mediante pedido escrito por email ou descarregados em formato PDF a partir do site do IGTL em [www.igt.tl](http://www.igt.tl).

### REQUEST FOR QUOTATION

#### PROVISION OF CROSS-JURISDICTIONAL SEISMIC DATA TRANSCRIPTION SERVICES SDC/06/IGTL/III/2026

##### 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 18<sup>th</sup>. 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 cross-jurisdictional seismic data transcription services.

##### SUBMISSION AND DEADLINE

The completed proposal should be submitted in a sealed envelope, marked "**CONFIDENCIAL**" 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**, or by email to [aprovisionamento@igt.tl](mailto:aprovisionamento@igt.tl). The deadline for submission of proposal will be on ~~6~~ **17** of April 2026 at **16:30** Timor-Leste time. Late application will not be considered.

##### FURTHER INFORMATION

Question or request for further information should be made by letter or email to [aprovisionamento@igt.tl](mailto:aprovisionamento@igt.tl).

**Note:** The Terms of Reference document could be obtained by sending a written request via email or downloaded as a PDF copy from the IGTL website at [www.igt.tl](http://www.igt.tl).

Dili, ~~6~~ **17** de março de 2026

  
Job Brites dos Santos  
Presidente do IGTL



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

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**REQUEST FOR QUOTATION**

**NU: SDC/06/IGTL/III/2026**

**REQUEST FOR QUOTATION  
DOCUMENT**

**PROVISION OF CROSS-JURISDICTIONAL SEISMIC DATA  
TRANSCRIPTION SERVICES**

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## I PROCEDURE PROGRAM

1. <b>Procedure Identification:</b>	SDC/06/IGTL/III/2026 – Provision of cross-jurisdictional seismic data transcription services
2. <b>Contracting Authority:</b>	Instituto de Geociências de Timor-Leste, Instituto Público
3. <b>Contact details of the contracting authority:</b>	website: <a href="http://www.igt.tl">www.igt.tl</a> ; Phone: (+670) 3310179
4. <b>Entity or Procurement Service</b>	Unidade de Aprovisionamento – IGTL
5. <b>Contact details of the procurement entity or service</b>	IGTL, IP, City 8, CBD Level 2, Rua Hás laran, Manleuana, Dili – Timor-Leste Phone: 3310179
6. <b>Object of the procedure</b>	Provision of cross-jurisdictional seismic data transcription services.
7. <b>Type of procedure</b>	Request for Quotation
8. <b>Place for Contract Execution</b>	Instituto de Geociências de Timor-Leste, Instituto Público, City 8, CBD Piso 2, Rua Has-Laran, Manleuana, Dili, Timor-Leste
9. <b>Deadline for the performance of the services and/or the duration of the contract</b>	3 months
10. <b>Required qualification documents</b>	<ol style="list-style-type: none"> <li>1. Copy of the Company Certificate/Articles of Incorporation (Deed of Establishment)</li> <li>2. Copy of the Business Tax Registration Number/Corporate Tax Identification</li> <li>3. Copy of the Business/Trade Operating License or Commercial Registration</li> <li>4. Copy of the Certificate of Business Address/Registered Office Location</li> <li>5. Copy of the Business Registration or Business Identification Number</li> <li>6. Copy of Company Owner's Identity (e.g., national ID, voter ID, or passport)</li> </ol>
11. <b>Qualifications and required qualification documents</b>	<p><b>1. Financial Capacity:</b></p> <ul style="list-style-type: none"> <li>• Proof of financial capacity</li> <li>• This must be demonstrated through a bank statement showing cash flow for the past three months.</li> </ul> <p><b>2. List of Contracts:</b></p> <ul style="list-style-type: none"> <li>• Provide a list of contracts for services that are similar or almost similar in terms of complexity.</li> <li>• Include the contract values.</li> </ul> <p><b>3. Experience Documentation:</b></p> <ul style="list-style-type: none"> <li>• Submit copies of contracts for the provision of similar services.</li> <li>• Each contract must be accompanied by appropriate references.</li> </ul>

<b>12. Form of consultation of the procedural documents</b>	Interested bidders can obtain information about this Request for Quotation at the IGTL office during working hours.
<b>13. Clarifications and rectification of documents</b> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>	
<b>14. Competitor</b> <ul style="list-style-type: none"> <li>• Any natural or legal person or group may be a competitor.</li> <li>• Members of a competing group may not be candidates or competitors in the same procedure, nor may they be part of another competing group.</li> <li>• Natural or legal persons who:           <ol style="list-style-type: none"> <li>a. Are in a situation or process of insolvency, cessation or suspension of activity, dissolution or liquidation;</li> <li>b. Are in default of any pecuniary obligation owed to the State or any other public entity, in particular taxes and social security contributions;</li> <li>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;</li> <li>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;</li> <li>e. Have provided, directly or indirectly, technical advice in the preparation or drafting of procedural documents;</li> <li>f. Are affected by conflicts of interest that cannot be effectively corrected by other less burdensome measures than exclusion;</li> <li>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;</li> <li>h. Have been subject to an accessory sanction prohibiting participation in procurement procedures which has not expired;</li> <li>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.</li> </ol> </li> <li>• 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.</li> </ul>	
<b>15. Form of submission of proposals</b> <ul style="list-style-type: none"> <li>• The Proposals must follow the model set out in Annex I.</li> <li>• The proposals must be placed in an opaque, sealed envelope, with the identification of the procedure and the contracting authority indicated on the front.</li> <li>• 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.</li> </ul>	
<b>16. Documents constituting the proposal</b> <ul style="list-style-type: none"> <li>• The proposal is made up of the following documents:           <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> </ol> </li> </ul>	

- 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. Copy of the Company Certificate/Articles of Incorporation (Deed of Establishment)
  - b. Copy of the Business Tax Registration Number/Corporate Tax Identification
  - c. Copy of the Business/Trade Operating License or Commercial Registration
  - d. Copy of the Certificate of Business Address/Registered Office Location
  - e. Copy of the Business Registration or Business Identification Number
  - f. Copy of Company Owner's Identity (e.g., national ID, voter ID, or passport)

**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 06 of April 2026 at 16:30 Timor-Leste time. Late application will not be considered.

<b>23. Urgent Deadline</b>	No
<b>24. Deadline for correcting irregularities found in the documents submitted</b>	3 days
<b>25. Opening of proposals</b>	Proposal will be opened by the Evaluation team
<b>26. Minimum Proposal validity period</b>	60 days
<b>27. Existence of a negotiation phase and modality</b>	No
<b>28. Award criteria</b>	The best price-quality ratio
<b>29. Evaluation model</b>	The evaluation model is presented in Annex IV.
<b>30. Existence of essential factors</b>	No
<b>31. Tie-breaking criteria</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• In the event of a remaining tie, the proposals will be drawn by lot.</li> </ul>
<b>32. Numeric value below which proposals are excluded</b>	Minimal 60 point

**33. Guarantee**

**Performance Guarantee:**

Yes

No

**Quality Guarantee:**

Yes

No

**34. Calendar**

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

Phases	Date
Announcement	..... <sup>18</sup> ... March 2026
Deadline for submission of proposals	..... <sup>06</sup> . April 2026(16:30)
Opening of proposals	Proposal will be opened by the Evaluation team
Award of contract	10 days after the date of the notification of evaluation result.
Signing of contract	Within 5 days upon receiving acceptance letter

**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. 1/2025, of 8 Januar, shall apply.
- In the event of any disputes, these will be settled using Timorese law at the Dili District Court, expressly waiving any other.

Dili, March <sup>17</sup>....., 2026



**Job Brites dos Santos**  
President of IGTL

## **2 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.



### 3 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]



#### 4 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]



## 5 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 – Experience in similar services (Seismic Data Transcription).	30%	Demonstrated experience in providing seismic data transcription, seismic data digitalization services, particularly in cross-jurisdictional or international projects. Copies of contracts, completion certificates, or references must be provided.	
		Technical factor 2 – Methodology and Work Plan	20%	Quality and clarity of the proposed methodology for seismic data transcription, including: <ul style="list-style-type: none"> <li>• Workflow for data transcription and conversion</li> <li>• Data quality control procedures</li> <li>• Compatibility with required data formats</li> <li>• Management of cross-jurisdictional data standards.</li> </ul>	
		Technical factor 3 – Delivery Schedule and Quality Assurance	10%	<ul style="list-style-type: none"> <li>• Demonstrates the capacity to complete the transcription and processing of seismic data within the required timeframe.</li> <li>• Provides a clear and realistic operational work plan and timeline.</li> <li>• Includes quality assurance procedures and revision mechanisms to ensure accuracy of transcribed data.</li> </ul>	

Financial	40%	Financial factor 1 - Price	40%	The lowest price (price of proposal X) will automatically obtain 40% weight or 400 points.
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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:

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

## 6 ANNEX V - TERMS OF REFERENCE

<b>Identification of the procedure:</b>	SDC/06/IGTL/III/2026
<b>Contracting authority:</b>	Instituto de Geociências de Timor-Leste, Instituto Público (IGTL)
<b>Object of the procedure:</b>	Provision of Cross-Jurisdictional Seismic Data Transcription Services.



**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 object 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 Provision of cross-jurisdictional seismic data transcription services.

**Clause 3**

**Obligations of the private contractor**

The private company shall provide cross-jurisdictional seismic data transcription services in accordance with the highest professional standards, ensuring accuracy, data integrity, confidentiality, and full compliance with the technical specifications set out in the Terms of Reference (ToR)

**Clause 4**

**Obligations of the public contractor**

The public contractor shall supervise the provision of services, ensure that the service are delivered according to the required terms of reference or specification, and 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 Piso 2, Rua Has-Laran, Manleuana, Dili, Timor-Leste.

**Clause 6**

**Deadline for the execution of contractual services or the duration of the contract**

The duration of the contract is 3 Months.



## **Clause 7**

### **Payment**

1. Upon completion of the service, the selected company shall submit an invoice to IGTL for processing.
2. Payment shall only be made once the selected company has fully complied with all contractual obligations as of the date the invoice is submitted.
3. IGTL shall process and release payment within **sixty (60) days** following completion of the service and receipt of the corresponding invoice.

## **Clause 8**

### **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 9**

### **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 10**

### **Termination of the contractual position**

Without prejudice to the other situations provided for in the Legal Framework for Procurement, Public Contracting and 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 11**

### **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:
  1. Public Contractor:  
Unidade de Aprovisionamento – IGTL  
Address: City 8, CBD Piso 2, Rua Has Laran, Manleuana, Dili, Timor-Leste  
Phone: (+670) 3310-179  
E-mail: [aprovisionamento@igt.tl](mailto:aprovisionamento@igt.tl)
  2. Private contractor:  
[Name and position]  
[Address]  
[Email address]

## **Clause 12**

### **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 13**

### **Sovereign Geoscientific Data Protection**

All seismic, geological, geophysical and related data provided to the Service Provider under this Contract shall be considered Confidential Sovereign Geoscientific Data of the Democratic Republic of Timor-Leste.

Such data shall remain the exclusive property of the Instituto de Geociências de Timor-Leste (IGTL) and of the State of Timor-Leste.

The Service Provider shall strictly comply with the following obligations:

- a) The data shall be used exclusively for the purpose of transcription services under this Contract;
- b) The Service Provider shall not analyze, interpret, process, commercialize, publish or otherwise exploit the data for any scientific, research, commercial or other purposes;
- c) The data shall not be used for machine learning, artificial intelligence training, algorithm development or any form of data modelling;
- d) No copies of the data shall be made except those strictly necessary for the execution of the services;
- e) The data shall not be transferred, transmitted, or made accessible to any third party without the prior written authorization of IGTL.

Upon completion of the services, the Service Provider shall certify in writing that all temporary copies created during the transcription process have been permanently deleted.

## **Clause 14**

### **Audit and Inspection Rights**

IGTL reserves the right to conduct technical, operational and cybersecurity audits related to the execution of the services.

For this purpose, the Service Provider shall grant IGTL or its designated representatives access to:

the facilities where the transcription services are being performed;

the equipment used for tape reading and data transcription;

the systems and procedures used for data storage and processing.

The Service Provider shall fully cooperate with any audit or inspection carried out by IGTL.

Such audits may include verification of:

data handling procedures;

security protocols;

chain-of-custody documentation;

transcription logs and quality control reports.



Audits may be conducted during the execution of the contract and, where necessary, after completion of the services.

## **Clause 15**

### **Liability for Data Loss or Damage**

The Service Provider shall bear full responsibility for the preservation, handling and processing of all magnetic tapes and associated geoscientific data under its custody.

The Service Provider shall be liable for:

loss,

destruction,

deterioration,

corruption,

or irreversible damage to the data.

In the event of loss or irreversible damage caused by negligence, misconduct, or failure to comply with the contractual obligations, the Service Provider shall indemnify IGTL for all damages resulting from such loss.

This liability shall include, but not be limited to:

costs of recovery attempts,

replacement of storage media,

operational disruption,

and any other damages resulting from the loss of sovereign geoscientific data.

The liability of the Service Provider shall not be limited by any contractual cap where the loss results from gross negligence or wilful misconduct

## **Clause 16**

### **Force Majeure**

Neither Party shall be held liable for failure or delay in the performance of its obligations under this Contract if such failure or delay results from events beyond its reasonable control, including but not limited to:

natural disasters,

war,

civil unrest,

governmental restrictions,



epidemics or pandemics,  
transportation disruptions.

The Party invoking force majeure shall notify the other Party in writing within five (5) days after becoming aware of the event.

The obligations affected by the force majeure event shall be suspended for the duration of the event.

If the force majeure event persists for more than thirty (30) consecutive days, either Party may terminate the Contract without liability.

## **Clause 17**

### **Subcontracting**

The Service Provider shall not subcontract, assign or transfer, in whole or in part, the execution of the services under this Contract without the prior written authorization of IGTL.

Where subcontracting is authorized, the Service Provider shall remain fully responsible and liable for the performance of the subcontracted services.

The Service Provider shall ensure that any approved subcontractor complies with all obligations set forth in this Contract, including confidentiality, data protection and security requirements.

## **Clause 18**

### **Chain of Custody**

The Service Provider shall implement a strict Chain of Custody protocol for all magnetic tapes and data media handled during the execution of the services.

The Chain of Custody documentation shall record:

receipt of the tapes,  
identification of each tape,  
handling procedures,  
transcription status,  
storage location,  
and final dispatch.

All movements and handling of the tapes shall be documented and signed by authorized personnel.

Such records shall be made available to IGTL upon request.



## Clause 19

### Data Location Restriction

All seismic data handled under this Contract shall remain under controlled processing environments.

The Service Provider shall not store, transfer or process the data in third-party jurisdictions or cloud environments without the prior written authorization of IGTL.

Under no circumstances shall the data be transferred to third parties or foreign entities without the express approval of IGTL.

## Clause 20

### 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 21

### Applicable law

This contract is governed by the legislation of the Democratic Republic of Timor-Leste, in particular by Decree-Law No. 1/2025 of January 8, on the *Legal Regime for the Procurement of Public Contracts and Related Infractions*.



**PART II**  
**TECHNICAL CLAUSES**  
**TERMS OF REFERENCE (ToR)**

**Data Tapes Transcription Services**

**I. Project Overview**

**Objective**

To transcribe **4,083** vintage magnetic tapes (4,074 units of IBM 3590 and 9 units of IBM 3592), containing geoscientific data into modern **LTO-8** media and secondary **HDD backup storage**, ensuring long-term preservation and accessibility of the data.

All data contained in the magnetic tapes constitute sovereign geoscientific data of the Democratic Republic of Timor-Leste and remain the exclusive property of the Instituto de Geociências de Timor-Leste (IGTL).

**Data Integrity**

The transcription process must guarantee that the final output is bit-for-bit identical to the original source data.

The transcription shall preserve:

- Original data structure
- Metadata
- Binary and textual headers
- Associated navigation files (TNAV)

No data modification, interpretation, or reprocessing is permitted during the transcription process.

The output files must be preserved in industry-standard formats:

- SEG-Y
- SEG-D

(as defined in the original tape headers).

**2. Technical Requirements for Service Provider**

The service provider must demonstrate the following technical capabilities:

- **Legacy Hardware Support:** Possession of fully maintained and calibrated IBM 3590 and 3592 drives capable of reading potentially degraded media. The provider must also ensure **hardware redundancy** to minimize project interruption due to equipment failure.
- **Environmental Conditioning:** Capability to perform "Stiction Reversal" (Tape Baking) for tapes showing signs of hydrolysis or "sticky shed syndrome" without damaging the magnetic substrate.

- **Format Conversion:** Ability to extract and verify original and **Binary headers**. Transcription must include the preservation of all metadata and related (TNAV) files.
- **Data Sanitization & Verification:** Use of **MD5 Checksum** or similar algorithms to verify 100 % data transfer accuracy between the legacy tape and the new LTO-8/HDD media.

### Relevant Experience

The Service Provider must demonstrate previous experience in legacy seismic data transcription, particularly involving:

- IBM 3590 tapes
- IBM 3592 tapes
- SEG-Y / SEG-D seismic formats

Evidence of similar previous projects must be provided.

### Data Security

The Service Provider must implement strict data security protocols to ensure that:

- Data is accessed only by authorized personnel
- No unauthorized copies are created
- Data is not shared with third parties

### 3. Quality Control (QC) & IGTL Presence

IGTL requires a "Transparent Workflow" where the client retains oversight:

- **IGTL Witnessing:** The service provider shall facilitate the presence of **IGTL technical staff** from early stage of tapes package (Tapes list) confirmation when delivered and during the critical phases of the transcription. This includes possibility of providing a workstation for real-time QC monitoring.
- **Reporting:** A daily "Transcription Log" must be provided, highlighting:
  - Tapes successfully read on the first pass.
  - Tapes require multiple read attempts or restorative treatment.
  - Any unrecoverable data segments (with detailed error logs).
- **Sample Testing:** Before full-scale production, a pilot test of **20 tapes** must be completed and approved by IGTL.

### 4. Delivery & Timeline

- **Project Commencement:** Within 14 days of contract signing.
- **Estimated Duration:** The provider must specify a timeline to minimize the "Chain of Custody" time for IGTL's sovereign data.
- **Final Deliverables:**

1. **Primary Copy:** LTO-8 Tapes (labeled with IGTL Metadata).
2. **Backup Copy:** Ruggedized External Hard Drives (minimum 12TB per unit).
3. **Data Manifest:** A digital catalog linking original Tape IDs to new File Names.

## 5. Pre-Shipment Verification by IGTL

Upon completion of the transcription process and prior to the shipment of the final deliverables, the Service Provider shall notify IGTL in writing that the data transcription has been completed and is ready for verification.

IGTL reserves the right to deploy technical staff to the Service Provider's facility to conduct an on-site verification of the results. This verification may include, but is not limited to:

Inspection of the transcribed LTO-8 tapes and HDD backup media

- Verification of file structure and metadata preservation
- Independent checksum validation
- Random sampling and reading of selected seismic data files
- Review of the Transcription Logs and Technical Report

The shipment of the final deliverables to Dili shall only proceed after IGTL confirms that the transcription results meet the required technical specifications and data integrity standards.

If discrepancies or data integrity issues are identified during the verification process, the Service Provider shall correct the issues prior to shipment at no additional cost to IGTL.

## 6. Logistics & Shipping to Dili

The provider is responsible for the secure return of all assets:

- **Chain of Custody:** Maintenance of a strict "In-Process" manifest until the data leaves the provider facility.
- **Protective Packaging:** LTO-8 tapes must be shipped in **shock-absorbent, anti-static, and moisture-proof** "jewel cases" or specialized Turtle Cases.
- **Shipping Management:** The provider shall organize door-to-door international courier service (e.g., DHL/FedEx) from the lab to the **IGTL Office in Dili**. This includes managing all "Dangerous Goods" declarations for the HDD batteries (if applicable) and providing tracking numbers immediately upon dispatch.
- **Environmental Protection:** Tapes must be shipped in climate-controlled conditions where possible, avoiding exposure to extreme heat (over **32°C**) or magnetic fields during transit.

## 6. Confidentiality and Data Ownership

All geoscientific data contained in the magnetic tapes are confidential sovereign data of the Democratic Republic of Timor-Leste.

The Service Provider shall:

- Not copy, distribute, or disclose the data to any third party



- Not use the data for research, commercial, or any other purpose

Upon completion of the project, the Service Provider must provide a written certification confirming that:

- All temporary copies created during the transcription process have been permanently deleted.

## **7. Liability and Insurance**

The Service Provider shall bear full responsibility for the loss, damage, or deterioration of the tapes while they are under its custody.

The Service Provider must maintain adequate insurance coverage for:

- Tape handling
- Data processing
- International transportation

Proof of insurance must be provided upon request.

