



**Instituto do Petróleo e Geologia – Instituto Público
(IPG)**

**REQUEST FOR QUOTATION
Supply of Software
(Agisoft Metashape Professional Edition)**

Public procurement procedure under Decree Law No.10/2005, of November 21, on the Provisioning Judicial Regime (PJR), as amended, and Decree-Law no. 12/2005, on the Legal Regime of Public Contracts, of 21 November, for the **Supply of Software (Agisoft Metashape Professional Edition)** for the Institute of Petroleum and Geology, IP.

Please provide your quotation for the **Supply of Software (Agisoft Metashape Professional Edition)** should be submitted to the Instituto do Petróleo e Geologia – Instituto Público (IPG), Rua Aimutin, Dili, Timor-Leste 17:00 OTL, 14 June 2022.

RFQ NAME	Supply of Software (Agisoft Metashape Professional Edition)		RFQ: 018/IPG/2022	
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No	Description	Quantity (Unit)	Unit Price	Total Price
1	Supply of Software (Agisoft Metashape Professional Edition)			
			TOTAL	
Delivery period <i>(to be completed by suppliers)</i>				
Final Delivery destination			Instituto do Petróleo e Geologia – Instituto Público (IPG), Rua Aimutin, Dili, Timor-Leste or outside IPG office if requested.	
Warranty Period <i>(To be completed by suppliers)</i>				
Quotation/Proposal validity period			30 days	
Manufacturers Authorization			Required	
Performance Security			Not Required	
 Gabriel G. A. de Oliveira President of IPG 06 June 2022			<p align="center">(sign & stamp) Vendor's Authorized Officer</p> <p>Date:</p>	
We certify that we comply with eligibility requirements of instructions to vendors clauses 2 ^a to 2d. (Overleaf). If our offer is accepted, we undertake (a) to deliver goods & services in accordance with our offer above (b) to abide by this proposal for the Validity Period stated above.				

Rua : Delta 1, Aimutin, Comoro
Dili, Timor Leste
Telp. (670) 3310-179
Website: www.ipg.tl



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The Evaluation Criteria for the Quotation will be as follows:

A. Administration Requirements

- Valid and Legalized Certificate of Debt / *Certidão Dívidas Valida no Legalizado.*
- Valid and Legalized Certificate of Commerce / *Certidão de Negócio Valida no Legalizado.*
- Legalized To Whom It May Concern / *Para Quem é Interessado Legalizado.*
- TIN;
- Bank Statement / Balance Sheet / *Extrato da Conta Bankaria;*
- Electoral ID from the company owner / *Cartão Eleitoral husi na'in ba Companhia;*

B. Analyze and Price Comparison

- Price Comparison will be based to LEAST COST SELECTION (LCS)

Please attached the factory brochure and the specification sheet.

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Instruction to Vendors

1. Scope

- a. The purchaser is the Instituto do Petróleo e Geologia – Instituto Público (IPG), Rua Aimutin, Comoro, Dili, Timor-Leste.
- b. This request for proposal applies to the **Supply of Software (Agisoft Metashape Professional Edition)**

2. Vendor Eligibility – The vendor's firm must

Be a bona fide business unit known by the Purchaser to be suitably qualified, experienced and financial resourced:

- a. Profile Company include Valid Business Registration, Valid Certificate of Debt / Dívidas, TIN, Bank Statement and copy of contract for similar work with government and agencies client).
- b. Must be registered as Vendor in Timor-Leste Ministry of Finance free balance System.

3. Responding to the Request for Quotation / Proposal

- a. The Vendor shall verify the description and specification of all items.
- b. The vendor shall enter unit prices, extended prices and total price on the Request for Quotation / Proposal form.
- c. The Vendor shall verify its agreement with stated provisions for proposal validity, delivery period, warranty period, manufacturer's authorization and performance security. All variations from stated conditions shall be explained in a covering letter.

4. Quotation / Proposal Price

- a. All prices should be quoted in US Dollars.
- b. Prices shall be fixed for the duration of the specified period for delivery.
- c. Unless otherwise stated, the proposal shall be for the fully quantity stated on the Request for Proposal.

5. Proposal Submission

- a. Suppliers may submit more than one proposal, provided these are for substantively different goods/services meeting the same description or specification.
- b. Proposal should be in sealed envelope that submitted to the **Instituto do Petróleo e Geologia – Instituto Público (IPG), Procurement Unit, Rua Aimutin Comoro, Dili**, no later than the specified time and date.
- c. The procurement service reserve the right to retain and open late proposal if the number of proposal received is less than three.
- d. The language shall be: **English or Tetum**.
- e. The result of the proposal evaluation shall be advised, denoting the successful vendor and unsuccessful vendors.

6. Proposal Evaluation and Contract Award

- a. Proposal shall be evaluated to establish substantial responsiveness to eligibility requirements, technical description/specification, quantity and commercial conditions.
- b. Upon performing verification and arithmetic correction, quotations which identified as responsive substantially will be re-evaluated to choose the lowest price, which will be the basis for awarding the contract.
- c. Award notification shall be effected through the issuance of a Purchase Order by the Purchaser.
- d. The vendor shall confirm acceptance of the Purchase Order by email or by taking the Order in Original.
- e. Notwithstanding the above, the Purchaser reserves the right to accept or reject any proposal, or to cancel the proposal process at any time prior to award.

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7. Performance Security

- a. If a Performance Security is required, the Purchaser shall issue a Letter of Acceptance which shall serve as notification of award.
- b. The vendor shall provide a Performance Security within seven days, in the amount specified in the Request for Quotation / Proposal.

For notices the Purchaser's address shall be:

Instituto do Petróleo e Geologia – Instituto Público (IPG)

Rua. Delta 1, Aimutin, Comoro, Dili, Timor-Leste

City / Country: Dili, Timor-Leste

Electronic mail address: hfreitas@ipg.tl

8. Payment

Payment shall be made in following manner:

- a. Payments shall be executed only if the selected supplier has fulfilled all its contractual obligations by the date on which the invoice is submitted.
- b. Payment will be made within 30 days after the completion of the service and received the invoice.
- c. The currency for payment shall be: **US Dollars only.**

9. Corrupt & Fraudulent Practices

The purchaser requires that Vendors observe the highest standards of ethics during the procurement and execution of RDTL government contracts, to the extent that corrupt, fraudulent, collusive and coercive practices and conflict of interest occurring in proposal, delivery and completion processes may result in disqualification, termination of purchase order and penal sanctions.

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Specification of Software (Agisoft Metashape Professional Edition)

**END-USER LICENSE AGREEMENT FOR AGISOFT
METASHAPE PROFESSIONAL VERSION 1.8**

IMPORTANT! PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS PROGRAM INSTALLATION:

AgiSoft End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a legal entity) and AgiSoft LLC (referred to as "LICENSOR") for the AgiSoft's proprietary computer program (identified above) and related documentation, printed materials and/or "online" or electronic documentation, (this program and documentation, as well as any updates which may at LICENSOR'S sole discretion be provided to you from time to time, are referred to in this EULA as "PROGRAM"). By installing, copying, or otherwise using the PROGRAM, you agree to be bound by the terms of this EULA. This EULA represents the entire agreement concerning the PROGRAM between you and AgiSoft LLC, and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this EULA, do not install and/or use the PROGRAM.

1. GRANT OF LICENSE

LICENSOR hereby grants you a non-exclusive, non-transferable right to install and use the PROGRAM: (a) worldwide; (b) during the term of the license in compliance with your license type; (c) within the license scope relevant to your license type; (d) subject to the terms and conditions of this EULA.

2. LICENSE TYPES

2.1. Rehostable Node-Locked Licenses

Rehostable node-locked licenses are tied to the computer hardware, but can be transferred to another computer if needed. If you are to transfer the license, replace major system components or reinstall operating system, you should deactivate the PROGRAM first and then activate it on the new/renewed system.

The number of activation/deactivation operations is not effectively limited for manual license transfer scenarios. However, technical possibility to transfer a node-locked license to a new computer should not be exploited in automated scenarios involving activation/deactivation of the license on regular basis. Excessive usage of activation/deactivation mechanism may result in the situation when user gets blocked in the activation system.

2.1.1. Node-Locked License

With a Node-Locked License LICENSOR grants you a non-exclusive, non-transferable right to install and use the PROGRAM: (a) worldwide; (b) during a non-limited period of time unless otherwise indicated by LICENSOR on providing the license key; the term of the license mentioned above can be terminated on conditions stated in the Section 9 of this EULA; (c) for commercial and non-commercial purposes; (d) subject to the terms and conditions of this EULA. You may activate the PROGRAM on only one device at a time and use it in executable form only.

2.1.2. Node-Locked Educational License

With a Node-Locked Educational License LICENSOR grants you a non-exclusive, non-transferable right to install and use the PROGRAM: (a) worldwide; (b) during a non-limited period of time unless otherwise indicated by LICENSOR on providing the license key; the term of the license mentioned above can be terminated on conditions stated in the Section 9 of this EULA; (c) for educational and research purposes; the PROGRAM, executed under educational license, including any materials created with the help of it shall not be used for commercial purposes; (d) subject to the terms and conditions of this EULA. You may activate the PROGRAM on only one device at a time and use it in executable form only.

2.2. Floating Licenses

With a floating license the PROGRAM can be installed on as many computers as desired; however, at any one time, can only be run on the maximum number of computers for which licenses have been purchased. The computers should



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be connected to the designated network. One computer or computing device shall be designated as the "license server" where the license server utility is installed and all other devices will require access to the license server to run the PROGRAM.

2.2.1. Floating License

With a Floating License LICENSOR grants you a non-exclusive, non-transferable right to install and use the PROGRAM: (a) worldwide; (b) during a non-limited period of time unless otherwise indicated by LICENSOR on providing the license key; the term of the license mentioned above can be terminated on conditions stated in the Section 9 of this EULA; (c) for commercial and non-commercial purposes; (d) subject to the terms and conditions of this EULA. You may use the PROGRAM in executable form only.

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2.3. Trial Licenses

2.3.1. Node-Locked Trial License

With a Node-Locked Trial License LICENSOR grants you a non-exclusive, non-transferable right to install and use the PROGRAM: (a) worldwide; (b) during 30 (thirty) days after the first activation of the PROGRAM with the trial license key; the term of the license mentioned above can be terminated on conditions stated in the Section 9 of this EULA; (c) for evaluation purposes; the PROGRAM, executed under trial license, including any materials created with the help of it shall not be used for commercial purposes; (d) subject to the terms and conditions of this EULA. You may activate the PROGRAM on only one device and use it in executable form only.

2.3.2. Floating Trial License

With a Floating Trial License LICENSOR grants you a non-exclusive, non-transferable right to install and use the PROGRAM: (a) worldwide; (b) during 30 (thirty) days after the first activation of the PROGRAM with the trial license key; the term of the license mentioned above can be terminated on conditions stated in the Section 9 of this EULA; (c) for evaluation purposes; the PROGRAM, executed under trial license, including any materials created with the help of it shall not be used for commercial purposes; (d) subject to the terms and conditions of this EULA. The PROGRAM can be installed on as many computers as desired; however, at any one time, can only be run on the maximum number of computers for which licenses have been received. You may use the PROGRAM in executable form only.

2.4. Demo Mode

The PROGRAM can be used in demo mode without any license key. With a Demo License LICENSOR grants you a non-exclusive, non-transferable right to install and use the PROGRAM: (a) worldwide; (b) during a non-limited period of time unless otherwise stated in a EULA for any subsequent version of the PROGRAM; (c) according to the restricted functionality as defined for the demo mode; the PROGRAM, executed under Demo license, including any materials created with the help of it shall not be used for commercial purposes; (d) subject to the terms and conditions of this EULA. You may use the PROGRAM in executable form only.

3. LIMITATION OF LICENSE, RESTRICTIONS AND REQUIREMENTS

(a) Maintenance of Proprietary Notices

You may not alter, remove, or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices on or in copies of the PROGRAM.



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(b) Reverse Engineering

The PROGRAM contains Qt and PySide libraries licensed under the GNU Lesser General Public License version 3. Under the terms of the GNU LGPLv3 you may reverse engineer those portions of the PROGRAM that link with and utilize Qt and PySide, but only to the extent needed for the purpose of debugging your modifications to Qt and PySide. You may not decompile, disassemble, reverse engineer, or otherwise attempt to gain access to its methods of operation or to derive the source code of the PROGRAM for any other purpose.

(c) No Transfer

You may not redistribute, encumber, sell, rent, lease, sublicense, assign or otherwise transfer your rights in the PROGRAM, nor transfer license key information to any third party.

(d) No Hosting or Third Party Use

You may not make the PROGRAM available to third parties via the Internet on your computer system or otherwise, including, without limitation, use in connection with a web hosting or similar service.

(e) No Automated Processing Service

You may not use the PROGRAM in any kind of automated processing service, irrespective of how many components comprise the service.

(f) Use in a Virtualized Environment

If you use virtualization software, including without limitation client hyper-v, to create one or more virtual computers on a single computer hardware system, each virtual computer, and the physical computer, is considered a separate computer for purposes of this EULA. If you want to use the PROGRAM on more than one virtual computer, you must obtain separate copies of the PROGRAM and a separate license for each copy.

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6. SUPPORT SERVICES

LICENSOR provides you with e-mail based support for a period of 12 months after the first activation of the PROGRAM with a duly acquired license key, provided that the license key term has not expired, nor has the license



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been terminated by the date of the support request. Any supplemental software code provided to you as part of the support services shall be considered part of the PROGRAM and subject to the terms and conditions of this EULA, unless otherwise agreed in writing by the parties.

7. UPDATES

You are also granted rights to use any updates of the PROGRAM versions 1.x.x, which LICENSOR makes generally available for download, free of charge. The current EULA shall not entitle you to updates to later versions of the PROGRAM (e.g., versions 2.x.x or later) nor to upgrades to separate products.

8. FEEDBACK

It is not obligatory for you to provide LICENSOR with any comments, suggestions or other feedback ("Feedback") about the PROGRAM. However, if the Feedback is provided by you, LICENSOR gets the right to use the Feedback to improve the PROGRAM. In order to support this right of the LICENSOR, with this EULA you grant to LICENSOR a non-exclusive, worldwide, irrevocable, perpetual, royalty-free license to, directly or indirectly, use, reproduce, license, sublicense, distribute, make, have made, sell and otherwise commercialize the Feedback in the PROGRAM or other LICENSOR's products and technologies. You further agree NOT to provide any Feedback that (a) you know is subject to any Intellectual Property Rights of any third party or (b) is subject to license terms which seek to require any products incorporating or derived from such Feedback, or other LICENSOR's intellectual property, to be licensed to or otherwise shared with any third party.

9. TERMINATION

If you at any time fail to abide by the terms of this EULA, LICENSOR shall have the right to immediately terminate the license (right to use the PROGRAM) granted herein, require the return or destruction of all copies of the PROGRAM from you and certification in writing as to such return or destruction, and pursue any other legal or equitable remedies available.