



DELIBERASAUN N. 153/X/CAFI/2025

Conselho de Administração do Fundo das Infraestruturas – CAFI, bazeia ba artigo 10º (1) e (3) DL Nº. 25/2024, de 22 de maio, Primeira Alteração ao DL Nº.13/2016, 18 de Maio, realiza reuniaun extraordinária iha loron Quarta-feira, 29 de Outubro de 2025, e halo deliberasaun ba assunto tuir mai ne'e:

Asuntu: Pedidu Aprovasaun no Autorizasaun despezas husi CAFI ba Settlement Agreement ba projetu Engineering Procurement and Construction (EPC) – Timor-Leste South Submarine Cable System (TLSSC)

Proponente: Ministério dos Transportes e Comunicações - MTC

Notas/justifikasaun:

- Apresenta no diskuti iha reuniaun extraordinaria CAFI iha loron quarta-feira 29 de outubro de 2025, relasiona ho projetu Engineering Procurement and Construction (EPC) – Timor-Leste South Submarine Cable System (TLSSC);
- Bazeia ba karta husi Grupo Trabalho Interministerial ho No. Oficio: 213/DGTC/VI/2025, data 5 de junho de 2025, ho asuntu Pedidu aprovasaun hahu negosiasaun ho ASN;
- Relaciona ho karta husi diresaun geral do transporte e comunicação ho karta no. Oficio: 507/DGTC/X/2025, data 9 de outubro de 2025, asuntu pedidu aprovasaun dokumento Settlement Agreement;
- Bazeia ba karta husi diresaun geral do transporte e comunicação ho karta no. Oficio: 528/DGTC/X/2025, data 21 de outubro de 2025, ho asuntu dokumentos “Legal Information on the Issue of Verification of the Legal Requirment for Payment by the Infrastructure Fund of an Invoice Submited by ASN Following the conclusion of the Settlement Agreement;
- Informasaun Projeto:

Titulo Projetu	Engineering,Procurement and Construction (EPC) - Timor Leste South Submarine Cable System (TLSSC)
Lokal do Projetu	Bebonuk, Dili
Nu. Kontratu	ICB/074/MPO-MTC-2021
Donu do Projetu	Ministry of Transport and Comunication
Kontrator	Alcatel submarine Network - ASN
Valor Kontratu (USD)	38,657,964.00
Revisaun Valor Kontratu (USD)	38,124,271.00
Data hahu Projetu	
Data original kompleta Projetu	Based on Guarantee period by 2030
Data revisaun kompleta Projetu	



IX GOVERNO CONSTITUCIONAL
MINISTÉRIO DO PLANEAMENTO E INVESTIMENTO ESTRATÉGICO
FUNDO DAS INFRAESTRUTURAS



**Conselho de
Administração**

Physical Progress (%) / Financial Progress (%)	100% / 100%
--	-------------

Timor-Leste South Submarine Cable System (TLSSC) mak kabu submarinu internasional dahuluk ida husi fibra óptica ba Timor-Leste, ne'ebé liga Díli ho Sistema Kabu Noroeste (North-West Cable System – NWCS) iha Austrália, liuhusi Darwin no Port Hedland. Projeto ida ne'e iha naruk 607 kilometru, ho kapasidade transmisão to'o 27 terabit per segundu (Tbps), no iha repetidor sétu iha laran. Sistema ne'e iha Estasaun Aterajen Kabu (Cable Landing Station – CLS) iha Bebonuk, Díli. Akordu implementasaun TLSSC firma iha Maiu 2022 entre Governu Timor-Leste ho Alcatel Submarine Networks (ASN), ne'ebé responsavel ba fabriku no instala kabu ne'e. RMS Ltd. halo obra sivil ba aterajen kabu, no DXN Ltd. instalasaun estasaun CLS. Projeto ida ne'e apoio finanseiru husi Governu Timor-Leste no apoio tekniku husi Governu Austrália;

- Alokasaun Orsamentu FI 2025: \$ 2.376.704; Program A08: Tecnologia de Informação e Comunicação, kodigu atividade A081303: Estudo e Instalação da Fibra Optica;

Desizaun CAFI:

1. Bazeia ba Settlement Agreement ne'ebe apresenta husi projeto nain MTC, CAFI deside no aprova autorizasaun despeza ho valor final montante USD 550,000.00, bazeia ba rezultadu negosiasaun entre Grupo Trabalho Interministerial ho reprezentante ASN;
2. CAFI autoriza Secretariado dos Grandes Projeto atu utiliza kodigu orsamentu A081303 hodi halo pagamentu ba Settlement Agreement refere.

[Handwritten signature]



IX GOVERNO CONSTITUCIONAL
MINISTÉRIO DO PLANEAMENTO E INVESTIMENTO ESTRATÉGICO
FUNDO DAS INFRAESTRUTURAS



Conselho de
Administração

Aprovado husi CAFI iha loron 29 de Outubro de 2025.

O Conselho de Administração do Fundo das Infraestruturas

O presidente,



Gastão Francisco de Sousa

Ministro do Planeamento e Investimento Estratégico

Santina José Rodrigues Ferreira Viegas Cardoso

Ministra das Finanças



Miguel Marques Gonçalves Manetelu

Ministro dos Transportes e Comunicações



Samuel Marçal

Ministro das Obras Públicas

DELIBERASAUN N.º153/X/CAFI/2025

Página 3 hosi 4



IX GOVERNO CONSTITUCIONAL
MINISTÉRIO DO PLANEAMENTO E INVESTIMENTO ESTRATÉGICO
FUNDO DAS INFRAESTRUTURAS



**Conselho de
Administração**

Annexo:



MINISTÉRIO DOS TRANSPORTES E COMUNICAÇÕES

DIRECÇÃO-GERAL DOS TRANSPORTES E COMUNICAÇÕES

GABINETE DO DIRECTOR GERAL

Avenida Xavier do Amaral, Cai-Coli, Dili Timor-Leste



Díli, 21 de Outubro de 2025

Ex.mo Sr. Maurício Borges,
Diretor de Secretariado Grandes Projetos

Oficio : S28 / DGTC / X / 2025

Assunto : Dokumentos "Legal Information on the issue of verification of the legal requirement for payment by the infrastructure Fund of an invoice submitted by ASN following the conclusion of the settlement agreement"

Ho respeitu,

Ho konsiderasaun ba karta nu. ref.: 379/SGP-FI/X/2025 datada 20 de Outubro 2025, ami enkmaniha Dokumentos "Legal Information on the issue of verification of the legal requirement for payment by the infrastructure Fund of an invoice submitted by ASN following the conclusion of the settlement agreement tuir ita bo'ot sira nia pedidu.

Nune'e Direção Geral dos Transportes e Comunicações husu atu prosede pagamentu ba invoice ASN.

Dokumentu iha aneksu.

Obrigado ba atensaun.



Constantino Ferreira Soares
Diretor-Geral

Cc:

- 1) S/Ex.cia Engº Miguel M. Gonçalves Manetelu, Ministro dos Transportes e Comunicações;
- 2) S/Ex.cia Sra. Santina J.R.F. Viegas Cardoso, Ministra das Finanças;
- 3) S/Ex.cia Engº Gastão Francisco de Sousa, Ministro do Planeamento e Investimento Estratégico.

Fundo das Infraestruturas	
Secretariado dos Grandes Projectos	
ATENDIMENTO DO FIM	
RECEBIDO	
Nome : Joaquinho Alves	
Data : 21/10/2025 H 10m 21	



MINISTÉRIO DOS TRANSPORTES E COMUNICAÇÕES

DIRECÇÃO-GERAL DOS TRANSPORTES E COMUNICAÇÕES

GABINETE DO DIRECTOR GERAL

Avenida Xavier do Amaral, Cai-Ceik, Dili, Timor-Leste



(Signature)

Legal information on the issue of verification of the legal requirements for payment by the Infrastructure Fund of an invoice submitted by ASN following the conclusion of a settlement agreement

1. The question

Within the framework of the supply agreement between the Government of Timor-Leste and Alcatel Submarine Networks (ASN), which concerned the Engineering, Procurement and Construction of the Timor-Leste South Submarine Cable System (TLSSC) -ICB/074/MPO-MTC-2021, ASN submitted, following the conclusion of a settlement agreement between its representatives and the Government of Timor-Leste (GoTL), an invoice in the amount of USD 550,000.00.

The Board of Directors of the Infrastructure Fund (CAFI) wishes to know whether the legal requirements on which, under the terms of the law, the authorisation of the payment of that invoice and, subsequently, the actual payment depend, are met – this is precisely the question that this information seeks to answer.

2. Relevant facts

The following facts are relevant to the answer to the question thus formulated:

2.1. The TLSSC construction and installation project is financed by the Infrastructure Fund;

2.2. On 31 May 2022, a supply agreement was signed between the GoTL, represented by the then Minister of Transport and Communications, and ASN, represented by its legal representative, which had as its object the Engineering,



Procurement and Construction of the Timor-Leste South Submarine Cable System (TLSSC);

2.3. After the cable was built and installed, the handover of works to the GoTL took place on 6 May 2025, and the 5-year warranty period is now running, at the end of which the final acceptance tests will be carried out;

2.4. On 10 September, ASN issued a bank guarantee of USD 1,906,214.00 to ensure compliance with its warranty-period obligations.

2.5. With the payment by FI of the invoice relating to the last Biling Milestone (BM 14), full payment of the price set out in the supply agreement was completed;

2.6. Notwithstanding the handover of works and payment of the invoice relating to the last Biling Milestone, a dispute between the parties remained unresolved, concerning **three claims by ASN**, the final wording and quantification of which, after a long and extensive exchange of correspondence, was set out in its letter of 9 May 2025, as follows:

2.6.1. Claim for reimbursement of hiring a Guard vessel:

- a) **Content:** reimbursement of the amount spent on hiring a so-called 'guard vessel' to remove FADs found on the sea surface;
- b) **Amount:** USD 407,303.28;
- c) **Alleged grounds** (ASN changed the basis of its claim over time): firstly, the removal of the FADs was outside the scope of the contract; then, the guard vessel was not included in the price; Finally, it says that the guard vessel is outside the scope of the contract;

2.6.2. Claim for compensation for the reduction in the time value of money:

- a) **Content:** ASN is entitled to the difference between the value of the money on each milestone target date and the date on which it is received ("delayed payment interest");

H

b) **Amount:** USD 1,503,098.32;

c) **Alleged grounds:** The money is worth more now than at a future date based on its earning potential (the so-called "time value of money"); The contract entitles ASN to receive each instalment of the price on the target date of each milestone;

2.6.3. Claim for compensation for additional project management costs

a) **Content:** the delay in achieving the milestones within the target dates caused additional project management costs (mainly, additional payments to the management team);

b) **Amount:** USD 583,426.75;

c) **Alleged grounds:** Clause 25.4. of the contract: "*the Government of Timor-Leste will pay the Contractor any increased or new direct, reasonable and verified costs and expenses actually incurred as a direct result of the delay (...)*"

2.7. The GoTL, based on reasons that it repeatedly communicated to ASN by letter, has always refused to accept its first two claims: Claim for reimbursement of hiring a Guard vessel (USD 407,303.28); and Claim for compensation for the reduction in the time value of Money (USD 1,503,098.32).

2.8. As for ASN's third claim, the GoTL, without rejecting it outright or questioning its admissibility in principle, considering the provisions of clause 25.4. of the supply agreement (and the fact that there were indeed delays in the completion of the milestones – which is why the GoTL granted Extensions of Time to ASN), **it was only willing to accept payment of the amount of reasonable and duly specified additional management costs;**

2.9. The GoTL, through the Interministerial Working Group (GTI), asked VOCUS, its specialist consultant, to give its opinion on the reasonableness of the additional project management costs claimed by ASN (USD 583,426.75);

2.10. According to information from **VOCUS** dated 28 May 2025:



- a) the sum of the accumulated delays in the completion of the contract execution milestones corresponded to 450 days;
- b) for each day of delay, additional project management costs of USD 1,290.32 were reasonable;
- c) it **would therefore be reasonable to pay ASN, as additional project management costs, the amount of USD 580,644.00** (only USD 2,782.75 less than the amount claimed by ASN).

2.11. At its meeting on 27 May 2025, the GTI submitted a presentation to the Interministerial Steering Committee (SC) on the terms of the dispute with ASN and the possible scenarios should it not be resolved by mutual agreement through a settlement agreement;

2.12. The GTI then identified three possible scenarios for the outcome of an arbitration proceeding, quantifying the possible financial consequences (considering the table of arbitration management costs and fees of the arbitrators of the Singapore Arbitration Centre):

- a) **Scenario 1** (which we consider most likely): the court orders GoTL to pay the PM costs (if and to the extent that ASN can prove them) and dismisses the two other claims;
 - **Costs in scenario 1:** the amount of PM costs proven by ASN (maximum: 583,426.75 USD) + arbitration costs (between 80,000.00 and 250,000.00) + lawyers' fees);
- b) **Scenario 2:** the court orders the GoTL to pay the PM costs and the cost of the 'guard vessel' and dismisses the claim relating to the time value of money
 - **Costs in scenario 2:** the value of the PM costs proven by ASN (maximum: 583,426.75 USD) + cost of the 'guard vessel' (407,303.28 USD) + arbitration costs (between 80,000.00 and 250,000.00) + solicitors' fees
- c) **Scenario 3:** the court orders the GoTL to pay ASN's claim in full (USD 2,493,828.35)

15

- **Costs in scenario 3:** USD 2,493,828.35 + arbitration costs (between 80,000.00 and 250,000.00) + lawyers' fees

2.13. Considering VOCUS's information on the reasonableness of the additional project management costs, the GoTL, in the most favourable scenario for it (scenario 1), would run the risk of paying up to USD 830,644.00, plus lawyers' fees;

2.14. At the same SC meeting, the **GTI submitted two litigation strategy options** for consideration: **Option 1:** reject ASN's claims outright, awaiting the start and outcome of the arbitration proceedings; **Option 2:** to initiate negotiations with ASN with a view to concluding a settlement agreement, taking into account the projections regarding the likelihood of success of these claims and the expected costs inherent in the arbitration proceedings themselves;

2.15. At its meeting on 30 May 2025, the **SC authorised the GTI to submit a settlement proposal to ASN in the amount of USD 400,000.00** (with the payment of this amount, if ASN accepted, the dispute would be terminated without any arbitration, arbitrator or lawyer costs) **and to accept and make counterproposals up to a maximum amount of USD 1,000,000.00;**

2.16. On 1 July 2025, the GoTL submitted an initial proposal to ASN in the amount of USD 400,000.00;

2.17. On 2 July 2025, ASN rejected the GoTL's initial proposal and submitted a counterproposal in the amount of USD 1,200,000.00;

2.18. On 29 July 2025, the GoTL rejected ASN's counterproposal and submitted a new proposal in the amount of USD 550,000.00, payable in a single instalment;

2.19. On 2 August 2025, ASN accepted the amount of the GoTL's new proposal, subject to acceptance of the whole of the terms of the draft settlement agreement;



2.20. On 21 August 2025, the GoTL submitted the draft settlement agreement to ASN;

2.21. On 22 August 2025, ASN suggested minor amendments to the draft settlement agreement;

2.22. On 27 August 2025, the GTI approved the amendments to the draft settlement agreement;

2.23. On 2 October 2025, the settlement agreement aimed at ending the dispute between the parties was concluded between the GoTL, represented by HE, the Minister for Transport and Communications, and ASN;

2.24. According to clause 1 of the aforementioned settlement agreement: “*1. ASN agrees to reduce the total amount of the ASN Claims, as referred to in recital 2, amounting to USD 2,493,828.35, to USD 550,000.00. 2. GoTL agrees to pay ASN the amount of USD 550,000.00. 3. The reciprocal concessions stipulated in this clause are intended solely to settle the existing dispute with respect to the ASN Claims and do not imply or constitute recognition by either party of any facts, liability or legal or contractual grounds.*”

2.25. According to clause 3 of the same document: “*1. Clause Three (Extinction of ASN claims) Upon payment of the amount specified in clause 1(2), the ASN Claims identified in recital 2 of this Settlement Agreement shall be definitively extinguished, and ASN acknowledges that nothing further is owed to it by GoTL under the Contract. 2. Upon payment of the amount specified in clause 1(2), ASN waives all and any rights, claims or complaints, current or future, against GoTL with respect to the ASN Claims, and undertakes to refrain from bringing or initiating, either itself or through another person or entity, any legal or arbitration proceedings against GoTL with respect to the ASN Claims.*”



2.26. Under clause 2, the agreed amount (USD 550,000.00) must be paid within 30 days of signing the settlement agreement;

2.27. On 10 October 2025, ASN submitted invoice no. 1564164 to GoTL, in the amount of USD 550,000.00, in order to comply with the provisions of clause 1 of the settlement agreement.

3. Legal requirements for the payment of expenses

3.1. Article 64/1 of Law No. 3/2025 of 3 April (framework for the general state budget and public financial management - LEO) stipulates that "*no expenditure may be incurred unless it is legal and based on law, an instrument of international law, a contract or a court decision*". This means, therefore, that in addition to legal facts directly provided for in the law, judicial decisions and instruments of international law, contracts also constitute a "legal basis" (in the sense of a legally admissible basis) for incurring expenditure.

3.2. When the "legal basis" for incurring the expenditure is a contract (as in this case), it only constitutes a concrete justification for the actual payment of a certain amount when it takes the form of an "undertaking" to pay that amount (Article 67(1) of the LEO). This only happens when the contract, under the terms of Article 67/2 of the LEO, results in an "*obligation to make one or more payments to third parties*".

3.3. On the other hand, under Article 65/1 of the LEO, "*No commitment may be made without the respective expenditure having been previously authorised by the competent public administrative services and entities in accordance with the law*".

3.4. Finally, under the terms of Article 69, the actual payment of the expense (material financial act), the actual delivery or transfer of funds to the creditor, must also be preceded by authorisation from the competent body, under the terms of the article.



3.5. Therefore, when the "legal basis" for the expenditure is a contract, the legality of the final material act of making the payment depends on the verification of the following conditions: (i) authorisation to incur the expenditure; (ii) conclusion of a valid and effective contract; (iii) existence of an obligation, resulting from the contract, to pay a certain amount of money; (iv) and authorisation of the payment by the competent body.

4. Verification, in this case, of the conditions for payment to ASN of the amount stipulated in the settlement agreement

4.1. As we have seen, the GoTL entered into a settlement agreement with ASN with a view to ending the dispute between the parties.

According to the definition in Article 1168 of the Civil Code, "*1. A settlement is a contract whereby the parties prevent or terminate a dispute by mutual concessions. 2. Concessions may involve the creation, modification or extinction of rights other than the right in dispute.*"

A settlement agreement is therefore a contract whereby the parties, with a view to avoiding or terminating a legal dispute (judicial or arbitration), are mutually willing to partially abandon their initial claims and counterclaims, thereby avoiding the risks and costs of the proceedings themselves.

The settlement agreement is therefore a "restructuring agreement": "an agreement which, always presupposing a connection with a previous or future legal situation, is intended to restructure, modify, clarify or resolve it".

In this case, the "legal basis" for the expenditure (which takes the form of payment to ASN of the amount specified in the settlement agreement – USD 550,000.00) is precisely the settlement agreement. The subject matter of the settlement agreement consists precisely of the dispute between the parties, embodied in the three ASN claims identified above in 2.7. Its central legal effect consists, in turn, in the definitive extinction of ASN's three claims, in the total amount of USD



2,493,828.35, and their **replacement by the right to receive** (as a settlement amount) the much smaller sum of **USD 550,000.00**.

4.2. With regard to the settlement agreement entered into between the GoTL and ASN, all the conditions on which the legality of the final material act of paying the settlement amount depends are met – conditions identified above in 3.5.

4.2.1. Firstly, **the authorisation to incur the expense is embodied in the decision taken by the Ministers at the SC meeting** on 30 May 2025 – a decision which consisted precisely in authorising the GTI to submit to ASN a settlement proposal in the amount of USD 400,000.00 (with the payment of this amount, if ASN accepted, the dispute would be terminated without any arbitration, arbitrator or lawyer costs) and to accept and make counterproposals up to a maximum amount of USD 1,000,000.00.

4.2.2. Secondly, there is nothing that appears to affect the validity and effectiveness of the settlement agreement entered into. The conclusion of settlement agreements falls within the scope of the contractual autonomy of the State, in public law and private law. On the other hand, the subject matter of the settlement is claims that both the State and ASN can dispose of, thus fulfilling the validity requirement set out in Article 1169 of the Civil Code.

The **disposability** of the subject matter of the settlement agreement is, moreover, confirmed by the fact that an arbitration clause (Clause 42) was included in the cable supply agreement. In fact, as confirmed by Article 4 of the Legal Regime for Voluntary Arbitration (approved by Law No. 6/2021 of 31 March), there is a clear correspondence between the limits of **arbitrability** (what is capable of being resolved by arbitration) and **transactability** (what is capable of being resolved by settlement).

Furthermore, in Timor-Leste, the practice of the State entering into settlements in tax disputes, namely challenges to additional tax liquidations, is recognised and accepted by the courts. And if it is possible to settle tax matters (which, in principle, would be unavailable to the State), it is certainly, *a fortiori* (with even greater reason), possible to settle contracts which, as in this case, are largely subject to private law.

P

4.2.3. Thirdly, there is no doubt that in this case there is an "assumption (authorised, as we have seen) of a commitment", since the settlement agreement entered into unequivocally results in an obligation to pay a certain amount of money – specifically, the settlement amount of USD 550,000.00.

4.2.4. Finally, we have no information as to whether CAFI, or another FI body, has already authorised the actual payment of the settlement amount to ASN. What we can say, however, is that all the conditions for the valid issuance of such authorisation have been met.

5. Final assessment of the outcome of the litigation strategy pursued

We believe that the litigation strategy adopted by the GoTL, duly authorised by the SC, has produced a remarkable result.

Firstly, the **amount payable to ASN (USD 550,000.00)** is substantially lower than what it intended to receive (**USD 2,493,828.35**).

Secondly, and more importantly, the amount payable to ASN is even lower than what GoTL itself would be willing to pay, as it was considered a reasonable amount for additional project management costs by VOCUS – precisely, **USD 580,644.00**. In other words, with the settlement agreement, the GoTL not only pays less than it was willing to pay, but also saves on arbitration and legal fees.

And last but not least, with the settlement agreement in place, the GoTL is even better off than it would have been if, had there been arbitration, the best of the three anticipated scenarios (see 2.12 above) had been confirmed, in which it could have had to spend up to USD 830,644.00. This means that, compared to the best of the anticipated scenarios, GoTL saves **USD 280,644.00 plus lawyer's fees**.

6. Conclusions

6.1. The settlement agreement entered into between the GoTL and ASN is a valid and effective agreement, the conclusion of which was duly authorised by the Ministers of the SC.

[Signature]

6.2. This agreement results in an obligation for the GoTL to pay, through the FI, the amount of USD 550,000.00.

6.3. The aforementioned settlement amount is even lower than the amount that the GoTL, based on VOCUS's assessment, was willing to pay to ASN.

6.4. With the settlement agreement concluded, the GoTL is even better off than it would have been if, in the event of arbitration, the best of the three anticipated scenarios had been confirmed, in which it could have had to spend up to USD 830,644.00 – which means that, compared to the best of the anticipated scenarios, the GoTL saves USD 280,644.00 plus lawyer's fees.

6.5. All legal requirements for authorisation to make the final payment have been met (in the event that such authorisation has not yet been issued by the competent FI body).



Constantino Ferreira Soares
General Director for Transport and Communications



IX GOVERNO CONSTITUCIONAL
MINISTÉRIO DO PLANEAMENTO E INVESTIMENTO ESTRATÉGICO
FUNDO DAS INFRAESTRUTURAS



Secretariado
dos Grandes
Projetos

Nº Ref. 379 /SGP-FI/X/2025

Dili, 20 de Outubro de 2025

Hato'ba : Exmo, Diretor Geral - MTC,
Senhor Constantino Ferreira Soares

Assunto : **Devolve Dokumentus Pedidu Pagamentu Invoice ASN -Settlement Agreement**

Excelentissimu Senhor Diretor Geral,

Secretariado dos Grandes Projetos (SGP), liu husi karta ida ne'e, hakarak informa katak pedidu pagamentu No_Ref:512/DGTC/X/2025 ho nia assunto Pedidu pagamentu Pagamentu Invoice ASN - Settlement Agreement nebe'e simu iha loron 14 de Outubro de 2025 sei devolve hikas pedidu pagamentu refere ho dokumentu sira hanesan tuir mai:

1. ASN Invoice
2. Payment Certificate
3. Settlement Agreement

Depois revizaun preliminária, SGP nota katak dokumentus hirak submete seidauk suficiente atu kontinua prosesu pagamentu tuir fundu infraestrutura nia lalaok.

Tuir dokumentu submisaun aneksu, SGP nota katak komisaun orientador (Steering Committee) submete Pedidu Autorizasaun hahu negosiasaun ho ASN ba Ministru Transportes no Komunikasaun, liu husi Karta No. Ref: 213/DGTC/VI/2025. Nune'e, molok SGP kontinua prosesu pagamentu, komisaun orientador (Steering Committee) tenke submete Dokumentu Validasaun Teknika hanesan "**Relatorio ofisiál ka rezultadu husi negosiasaun ho ASN**", hamutuk ho dokumentus korrespondénsia relevante ne'ebé komprova prosesu no rezultadu negosiasaun hodi sai hanesan dokumentasaun legal ba autorizasaun pagamentu.

Dokumentu sira SGP sei kontinua halo análise no prosesu pagamentu sei tuir prosedimento no lalaok husi Fundu Infraestrutura.

Agradece ba ita nia kolaborasaun no atensaun ba asuntu ida ne'e.

Mak ne'e deit, ba ita bo'ot sira nia kooperasaun ami hato'o Obrigado wa'in.

Respeito e kumprimento

Mauricio Borges

Diretor Secretariado dos Grandes Projetos



Edifício ADN, IP. Rua Bedik-Hun,
Fatuhada, Dili, Timor-Leste
Telemóvel: +670 3311001. Email:
sgpinfo@sgp.tl



MINISTÉRIO DOS TRANSPORTES E COMUNICAÇÕES

DIRECCAO-GERAL DOS TRANSPORTES E COMUNICACOES

GABINETE DO DIRECTOR GERAL

Avenida Xavier da Costa, Cai-Cai, Dili Timor-Leste



Dili, 05 de Junho de 2025

Sua Excelencias :

Eng. Miguel Marques Goçalves Manetelu
Ministro dos Transportes e Comunicações

Gastão Francisco de Sousa
Ministro do Planeamento e Investimento Estrategico

Santina J.R.F. Viegas Cardoso
Ministra das Finanças

Officio : 213 / DGTC / VI / 2025

Assuntu : Pedidu autorizasaun hahu negosiasoens ho ASN

Sua Excelencias Membros do Governo

Fo segmentu ba resultadu reuniaun " Steering Committee " ho Grupo Trabalho Interministerial ne'ebe realiza iha loron 30 de maio 2025, kona ba " TLSSC Contract / ASN Claims and Settlement ". GTI propoen ba " Steering Committee " opsaun 2 atu hahu ho negosiasoens ho ASN ho montante, hanesan tuir mai :

1. Propoem ba ASN montante atu halo negosiasoens USD 400, 000.00 ;
2. Aceita no halo contraproposta ba ASN ho montante to'o USD 1,000,000.00

Nune'e, solicita ba Sua Excelencias atu aprova no autoriza GTI hahu nogosiasoens ho ASN ba propostas ne'ebe mensiona iha leten.

Ami anexa TLSSC Contract / ASN Claims and Settlement ne'ebe membros GTI tau ona rubrica ba cada pagina.

Obrigado ba atensaun.

Membros GTI

1. Constantino Ferreira Soares
2. Romualdo Guterres
3. Fernando C. Da Cruz

Diretor Geral TC ; *Le 05.06.2025*
Assessor ADN ; *Romualdo 9/6/25*
CG Politica, Planeamento Cooperação
MTC ; *JCC 9/25*



MINISTÉRIO DOS TRANSPORTES E COMUNICAÇÕES

DIRECÇÃO-GERAL DOS TRANSPORTES E COMUNICAÇÕES

GABINETE DO DIRECTOR GERAL

Avenida Xavier do Amaral, Cai-Celi, Dili Timor-Leste



- | | |
|-------------------------------|--|
| 4. João Olivio Freitas | Assessor Gabinete Ministro MTC  |
| 5. Flavio Cardoso Neves | Presidente ANC ; |
| 6. Dr. Rui Miguel B. Lourenço | Assessor Juridico MTC ;  |
| 7. Eng. Gaspar do Amaral | Assessor Tecnico MTC ;  |
| 8. José Lay | Assessor Tecnico ANC ;  |
| 9. Uday Kolhatkar | Assessor Tecnico TIC, Timor ;  |
| 10. Paulo Duarte | Assessor Jurico MTC ;  |

NR OF L2 1. R5

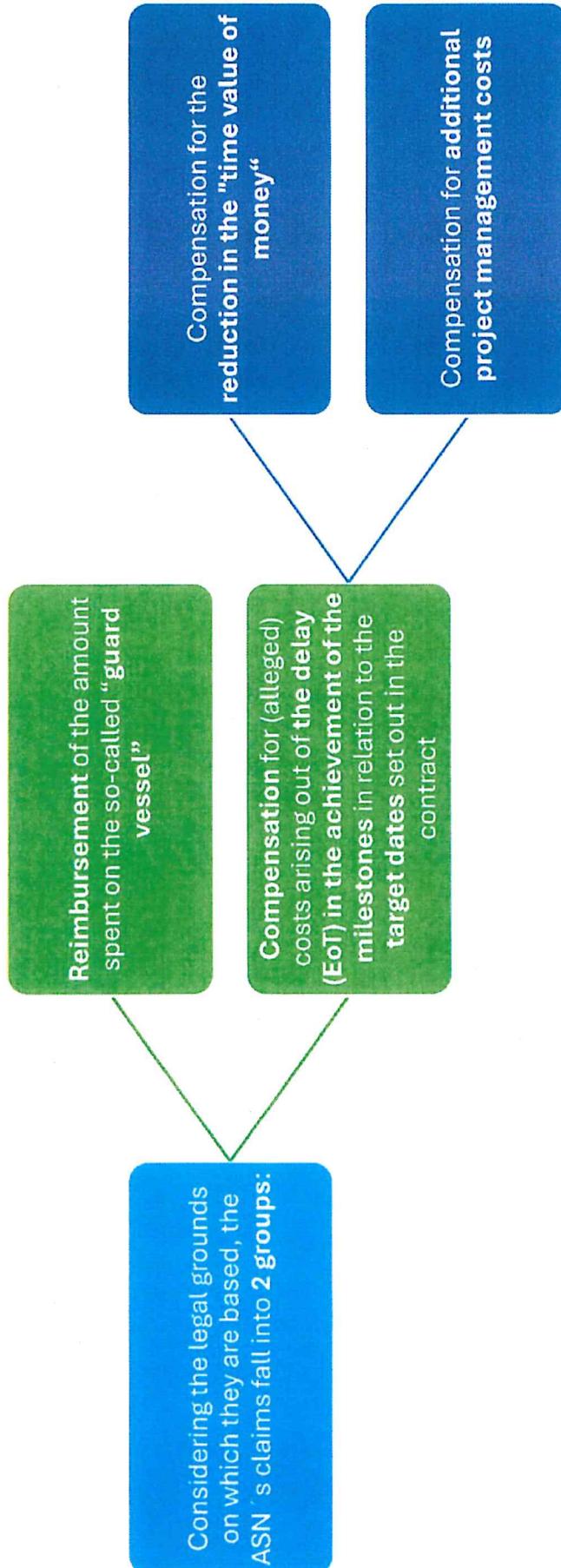
W J.

TLSSC Contract/ASN's Claims and
Settlement proposal submitted by
GTI to the Interministerial Steering
Committee

Done

30 of May 2025

ASN'S Claims



Amounts at stake

Guard vessel claim: 407 303, 28 USD

Reduction of the time value of Money Claim: 1 503 098,32 USD
(Delayed payment interests)

PM Costs Claim: 583 426,75 USD

RG
PF
B
N
R
G

Amounts at stake

Guard vessel claim: 407 303, 28 USD

Reduction of the time value of Money Claim: 1 503 098,32 USD
(Delayed payment interests)

PM Costs Claim: 583 426,75 USD

Total amount: 2 493 828, 35 USD

Guard Vessel Claim

Amount: 407 303, 28 USD

The claim: reimbursement of the amount spent on hiring a so-called 'guard vessel' to remove FADs found on the sea surface;

Legal grounds: ASN has been changing the basis of its claim:

- firstly, the removal of the FADs was outside the scope of the contract;
- then, the guard vessel was not included in the price;
- now, it says that the guard vessel is outside the scope of the contract

Reasons for rejecting the guard vessel claim



- The so-called guard vessel was not used as such (as a boat with security functions), but as an aid in clearing the sea surface;



- The clause on which the ASN bases the right to variation, clause 5.4, only allows price increases relating to variations of the length of the cable or the extent of burial cable required or cable armoring ([clause 5.4.-c), iii]);



- As to the argument that FADs removal is outside the scope of the contract: clause 28/1-c) of the contract states that the contract price covers all risks and costs of "all activities necessary to undertake and complete the works", and clause 8.3. of the ETR states that ASN "shall be responsible for all activities necessary to load, transport, install, test and protect" the cable;



- As to the argument that the guard vessel was not included in the price (or in the contract's scope), the costs of the guard vessel are included in the risks allocated to ASN by clause 4.2: risks of "availability, cost, quality or quantity of any Equipment and Material to be used in the Works".

*N
Rs*
if milestones

Claims based on delays in the completion of the milestones, in relation to their target dates

*J.
inc*

Compensation for additional project management costs

Compensation for the reduction in the "time value of money"

Claim concerning the reduction in the time value of Money

Amount: 1 503 098,32 USD

The claim: ASN is entitled to the difference between the value of the money on each milestone target date and the date on which it is received ("delayed payment interests")

- The milestones are defined by the date of the payment date based on the original payment date.
- The claim does not include ASN's costs of recovering the amounts due.
- The claim does not include ASN's costs of recovering the amounts due.

Claim concerning the reduction in the time value of Money

Amount: 1 503 098,32 USD

The claim: ASN is entitled to the difference between the value of the money on each milestone target date and the date on which it is received ("delayed payment interests")

Legal grounds:

- The money is worth more now than at a future date based on its earning potential (the so called "time value of money")
- The contract entitles the ASN to receive each installment of the price on the target date of each milestone

Main reasons for rejecting the reduction in the time value of money

The obligation to pay each instalment corresponding to each milestone is **only due when it actually occurs** (clause 28/1 of the contract), and not **on the target date set for its completion**

Target dates are fulfillment **deadlines set for the benefit of the GoTL**: which means that the GoTL can demand that the contractor respect the target dates set in the contract and that the contractor has no right to fulfil within them

Pursuant to clause 25, ASN is **only entitled to be compensated for the additional costs and expenses** (money effectively "out of pocket"); not for **what he may earn less**

Reduction in the time value of money is a **loss of profit**, not a "cost"

In any case, such a loss of profit would be a **consequential loss**, whose compensation is expressly ruled out by clause 36.1

Claim concerning additional project management costs

Amount: 583 426,75 USD

The claim: the delay in achieving the milestones within the target dates caused additional project management costs (mainly, additional payments to the management team)

Legal grounds: Clause 25.4. of the contract: “*the Government of Timor-Leste will pay the Contractor any increased or new direct, reasonable and verified costs and expenses actually incurred as a direct result of the delay (...)*”

ASN is entitled to compensation, provided that
2 conditions are met

The GoTL has granted an EoT

Reliable evidence that "any increased or new direct, reasonable and verified costs and expenses" has actually been "incurred as a direct result of the delay" – clause 25.4.

The first
condition is
met

GoTL, in accepting the
**amendments to the Plan of
Works (POW)**, following delays
relating to the CLS, the LFA and,
more recently, the cable cut,
granted EoTs to ASN

1.

Spec

EW

RS Nr 44
Off KPA

Second condition: elements provided by ASN



Initially, ASN only claimed a lump sum for additional project management costs



Recently, in its letter of 9 May, it specified and detailed the additional costs, identifying the amounts of extra payments made to members of the management team and for travel



However, ASN did not provide any supporting documents (invoices and receipts, for example)

J.
Soc
n

In abstract
terms, the
costs are not
unreasonable

- 583,426.75 USD is about
- 15% of the PMC foreseen in
the contract (3,637,775.00
USD)
- and 1.5% of the price
(38,657,964.00 USD)

Litigation strategy options

Option 1: Reject outright the claims relating to the guard vessel and the reduction in the time value of money and make compensation for PM costs conditional upon the presentation of supporting documents



Option 2: Submit a settlement proposal to ASN



Offshore
RS L & N

Done

✓

Option 1: pros and cons

Pros:

- it is the solution that best complies with the law and the contract

Cons:

- risk of arbitration proceedings and the relative uncertainty of the outcome
- deterioration of commercial relations with ASN

*RG OF 6/6/19
NR 1/4/19*

Likely scenarios in the event of arbitration proceedings

Scenario 1 (which we consider most likely): the court orders GoTL to pay the PM costs (if and to the extent that ASN can prove them) and dismisses the two other claims

Costs in scenario 1: the amount of PM costs proven by ASN (maximum: 583,426.75 USD) + arbitration costs (between 80,000.00 and 250,000.00) + lawyers' fees

Scenario 2 (unlikely): the court orders the GoTL to pay the PM costs and the cost of the 'guard vessel' and dismisses the claim relating to the time value of money

Costs in scenario 2: the value of the PM costs proven by ASN (maximum: 583,426.75 USD) + cost of the 'guard vessel' (407,303.28 USD) + arbitration costs (between 80,000.00 and 250,000.00) + [lawyers' fees]

Scenario 3 (very unlikely, but not impossible): the court orders the GoTL to pay ASN's claim in full (2,493,828.35 USD)

Costs in scenario 3: 2,493,828.35 USD + Arbitration costs (between 80,000.00 and 250,000.00) + Lawyer's fees

Score -

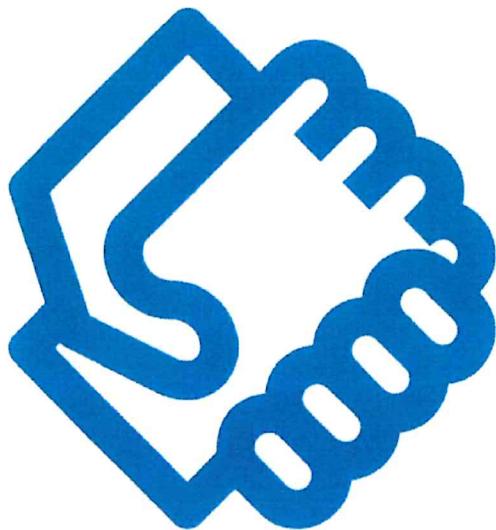
Option 2: pros and cons

Pros:

- puts an end to the dispute;
- allows to maintain good relations with the ASN.

Cons:

- paying a bit more than what is required by the contract and the law - the difference between what we believe is owed and what will be paid is the price of ending the dispute and the uncertainty



PG
N
L
M

Artigo 1168º do Código Civil

“1. Transacção é o **contrato** pelo qual as partes previnem ou terminam um litígio mediante **recíprocas concessões**.

What is a
Settlement
agreement?

2. As concessões podem envolver a constituição, modificação ou extinção de direitos diversos do direito controvérsio.”

- “1. A settlement is a contract whereby the parties prevent or terminate a dispute by mutual **concessions**.
2. Concessions may involve the creation, modification or extinction of rights other than the right in dispute.”

1.
GmC -

The very essence of a settlement agreement

A settlement agreement is therefore a contract whereby the parties, with a view to avoiding or terminating a legal dispute (judicial or arbitration), are mutually willing to partially abandon their initial claims and counterclaims, thereby avoiding the risks and costs of the proceedings themselves.

The claimant is willing to receive less than what they are claiming and the defendant is willing to pay more than what they consider to be due.

Otherwise, if either party keeps insisting on their initial position (claim or counterclaim), the settlement will not happen.



- **Time efficiency:** Faster resolution: Less procedural delay
- **Cost savings:** less legal fees (arbitration fees and lawyer's fees)
- **Certainty** and control of the dispute outcome:
- **Preserves commercial relationships:** less adversarial
- **Risk management:** avoids adverse judgements and limits exposures;
- **Finality:** Settlement agreements are binding and final, avoiding the delay and cost of appellate procedures

Benefits and incentives to settle

RG
NLS

Criteria that should guide the decision on whether to strike a settlement

What we consider to be due under the contract and the law should not be used as the sole criterion. If this is the case, this means that we are not prepared to make **concessions** (to settle) and that we prefer to continue the dispute and await the court's decision.

The criteria we should use are:

- the likelihood, in the circumstances, that the court will accept our position;
- the costs we will incur if no agreement is reached (including legal fees, disbursements of solicitors, witness expenses, court costs etc.)



R 5
N 5

Criteria that should guide the decision on whether to strike a settlement

What we consider to be due under the contract and the law should not be used as the sole criterion. If this is the case, this means that we are **not prepared to make concessions** (to settle) and that we prefer to continue the dispute and await the court's decision.

The criteria we should use are:

- the **likelihood**, in our assessment, that the court will uphold our arguments;
- the **costs we will have to incur if no agreement is reached** (including litigation fees, deterioration of relationship with the counterpart and reputation costs)

1. ✓

See



Application of these criteria to the dispute with ASN

Probability of success of ASN claims:

- Guard vessel claim: unlikely (less than 50% probability of success);
- Compensation for reduction in time value of money: highly unlikely (less than 10%);
- Compensation for PM costs: highly likely (more than 80%), although there is uncertainty as to the exact amount of compensation

Monetary costs in the event of losing the case:

- The amount that the arbitrators order the GoTL to pay;
- + arbitration costs (between USD 80 000,00 and USD 250 000,00 - which may have to be paid even if the court only orders PM costs (the most likely scenario) + lawyers' fees)

Reasons for the proposed negotiation range (between USD 400 000,00 and USD 1 000 000,00)

Why the minimum USD 400 00, 00

- this was the amount of compensation for PM costs initially claimed by ASN;
- a lower amount would certainly be rejected (the proposal would be useless);
- An agreement below the amount now requested by ASN for PM costs (USD 583 426, 75) would be exceptional;
- The amount of USD 583 426,75 corresponds to a value of USD 1 290, 32 for each additional day of delay in the completion of the milestones in relation to the target dates set out in the contract;
- According to Vocus (memo of 28 of May), a daily amount of **USD 1 300,00 is reasonable**

Why the maximum of USD 1 000 000,00:

- it allows for compromise on the guard vessel claim;
- Our maximum limit, considering our assessment of probabilities, is the sum of the PM costs and the guard vessel (around USD 990,500.00);
- any amount above this would imply paying for the reduction in the time value of money - which, in any case, is not acceptable, unless decided by the court

Res 1.07
N

J. M.
Sone

Some figures on PM costs and the logic behind ASN's claim

ASN's reasoning is as follows:

- the contract should have taken approximately **670 days** to complete (the period between the beginning of **June 2022** and **31 March 2024**, according to the target dates set out in the contract);
- due to several **delays** (which gave rise to EoTs) relating to CLS installation, LFA and the cutting of the NWCS Cable and TLSSC cable, the execution of the contract took approximately **450 days longer** than planned (the work took **1 120 days instead of the 670 initially planned**);
- on average, for each day of the 450 days of delay, ASN is seeking compensation of approximately **USD 1,290.32** – which is a **reasonable amount**, in VOCUS's assessment.

*As OFFSHORE
N.Y.*

Request authorisation from the
SC to:

Submit a settlement proposal:
pay USD 400,000.00 to ASN;
option 2

Accept and make
counterproposals up to USD
1,000,000.00.

*Same
P.M.*

If SC chooses
option 2

The undersigned members of the GTI, based on the reasons set out above, request that the ministers who are members of the Steering Committee, in approving option 2, authorise the GTI to:

- a) Submit a settlement proposal to ASN in the amount of USD 400,000.00 to ASN;
- b) Accept and make counterproposals up to USD 1,000,000.00.


Jean-Pierre


David
Dr. David
Ravi Venkateswaran
is right
right


Suresh

The ministers who are members of the interministerial Steering Committee, choosing option 2 referred to in this presentation, authorise the GTI to:

- a) Submit a settlement proposal to ASN in the amount of USD 400,000.00 to ASN;
- b) Accept and make counterproposals up to USD 1,000,000.00.

Dili, 30 of May, 2025



O Ministro do Planeamento e Investimento Estratégico,



Gastão Francisco de Sousa



Miguel Marques Góes Manetelu



A Ministra das Finanças,

Santina José Rodrigues F. Viegas Cardoso



MINISTÉRIO DOS TRANSPORTES E COMUNICAÇÕES

DIRECCAO GERAL DOS TRANSPORTES E COMUNICAÇÕES

GABINETE DO DIRECTOR GERAL

Avenida Xavier daSilva, Cais das Colunas, 1000-120 Lisboa



Data : 9 de Outubro de 2025

S/Ex.cia Eng. Miguel Marques Gonçalves Manetelu,
Ministro dos Transportes e Comunicações

Ofício : 507 / DGTC / X / 2025

Assunto : Pedido Aprovação Documento Settlement Agreement

S/Ex.cia Sr. Ministro,

Hau enkaminha ba S/Ex.cia Ministro documento hanesan mensiona iha epígrafe ba
S/Ex.cia nia aprovação.

Documento iha aneksu.

Obrigado ba S/Ex.cia nia atensaun.



Constantino Ferreira Soares

Diretor-Geral

1832

09 10 25 09 94
Tania Guip.



IX GOVERNO CONSTITUCIONAL
MINISTÉRIO DOS TRANSPORTES E COMUNICAÇÕES

SETTLEMENT AGREEMENT

Between:

The Government of Timor-Leste, hereinafter referred to as GoTL, represented by the Minister of Transport and Communications, Miguel Marques Gonçalves Manetelu,

And

Alcatel Submarine Networks (ASN) – France, hereinafter referred to as ASN, represented by ASN's Executive Director Energy Solutions, Marc Genot,

1. Whereas GoTL and ASN entered into a contract on 31 May 2022 for the construction and installation of the Timor-Leste south submarine cable system, designated "Engineering, procurement, and construction (EPC) – Timor-Leste south submarine cable system (TLSSC) ICB/074/MPO-MTC-2021, Supply Agreement" (the "Contract");
2. Considering that, although the execution of the Contract has already been completed, a dispute remains between the two parties concerning three claims by ASN with a total value of USD 2,493,828.35, namely:
 - a) Claim for an increase in the Contract Price in the amount of USD 407,303.28, based, according to ASN, on the unforeseen hiring of a guard vessel.
 - b) Claim for compensation in the amount of USD 1,503,098.32 for the reduction in the time value of money due to, according to ASN, the extensions of time and the consequent postponement of the interim contract performance milestones and the corresponding payments.
 - c) Claim for compensation in the amount of USD 583,426.75 for additional project management costs also caused, according to ASN, by the extensions of the interim contract performance milestones.

Together the "ASN Claims".



Mb

RD



IX GOVERNO CONSTITUCIONAL
MINISTÉRIO DOS TRANSPORTES E COMUNICAÇÕES

3. Taking into account the fact that the parties have different understandings of the existence, legal and contractual basis, and scope of the ASN Claims.
4. Considering, however, that GoTL and ASN wish, in addition to preserving their commercial relations, to avoid the uncertainty and additional costs inherent in resolving the dispute through international arbitration.
5. Considering that payment corresponding to all the Contract billing milestones is to be paid in full and no later than the 7th October 2025.
6. Considering that, under the terms of Article 1168 of the Civil Code of Timor-Leste, the parties may prevent or terminate a dispute by mutual concessions through a settlement agreement.
7. Considering that the conclusion of this Settlement Agreement has been authorised by the members of the Government of Timor-Leste who are members of the Interministerial Commission for the implementation of a submarine fibre optic cable system, which also approved the respective draft.

The Government of Timor-Leste and ASN agree to settle the dispute between them through the SETTLEMENT AGREEMENT consisting of the following clauses:

Clause One
(Mutual concessions)

1. ASN agrees to reduce the total amount of the ASN Claims, as referred to in recital 2, amounting to USD 2,493,828.35, to USD 550,000.00.
2. GoTL agrees to pay ASN the amount of USD 550,000.00.
3. The reciprocal concessions stipulated in this clause are intended solely to settle the existing dispute with respect to the ASN Claims and do not imply or constitute recognition by either party of any facts, liability or legal or contractual grounds.

Clause Two
(Payment)

GoTL shall pay the amount provided for in clause 1(2) within 30 days of the signing of this Settlement Agreement, by bank transfer to ASN account identified by the Account Confirmation Certificate attached as Appendix A.



MB

PA



IX GOVERNO CONSTITUCIONAL
MINISTÉRIO DOS TRANSPORTES E COMUNICAÇÕES

Clause Three

(Extinction of ASN claims)

- 1 Upon payment of the amount specified in clause 1(2), the ASN Claims identified in article 2 of this Settlement Agreement shall be definitively extinguished and ASN shall be deemed to have settled all its obligations under the Contract.
- 2 Upon payment of the amount specified in clause 1(2), ASN waives all and any rights, claims or complaints, current or future, against GoTL with respect to the ASN Claims and undertakes to refrain from bringing or initiating, either itself or through another person or entity, any legal or arbitration proceedings against GoTL with respect to the ASN Claims.

Clause four

(Applicable law)

- 1 This Settlement Agreement is governed by the laws of Timor-Leste.
- 2 Each party submits to the exclusive jurisdiction of the courts of Timor-Leste in respect of any proceedings arising out of or in connection with this Settlement Agreement.

On the date of 2nd October 2020, in good faith and free from any constraint, the parties, through their representatives, shall sign this agreement in counterparts with evidence of signature to be provided by each party electronically. The originals will subsequently be exchanged by courier, resulting in two original copies, with both the electronic copy and originals constituting proof of their signature and content.





Appendix A – ASN Account Confirmation Certificate

TO: [REDACTED]
FROM: [REDACTED] - [REDACTED]

citi

Subject: ASN Account Confirmation Certificate

To whom it May Concern:

Account Confirmation Certificate

Verifying that the account listed below has been opened with CitiBank N.A.

Name of Company: All Asia - DATA CENTER WORKS S.A.
Company Address: 50, TETE PROJECT, NOVA VILA, DILLO
CitiBank Branch: Citibank N.A. New York
Swift Code: CIBUS33
ABA Routing Number: 0710-0000
Tax ID: 123456789012345678

Account	Account Name	Date Opened	Currency	Status
00000000000000000000	All Asia - DATA CENTER WORKS S.A.	01/2011	USD	Open

Verifying the above banking account

For your information,

Annette Honalek

Annette Honalek
U.S. Service Delivery Manager
Sociedade Portuguesa de Pagamentos
Lda, Lisboa, Portugal

7541

7541
Annette Honalek



Avenida Xavier de
Amaral - Caicoli
Dili, Timor-Leste

flg

AB

NOTA BREVE BA PROJETU - SETTLEMENT / DISPUTE CASE

Date:	17/12/2025
Subject:	Project Brief Note - Peditu pagamentu Settlement Agreement

1. Informasaun Projetu

Titulo Projetu	Engineering, Procurement and Construction (EPC) - Timor Leste South Submarine Cable System (TLSSC)
Lokal do Projetu	Bebonuk, Dili
Nu. Kontratu	ICB/074/MPO-MTC-2021
Donu do Projetu	Ministry of Transport and Communication
Kontrator	Alcatel submarine Network - ASN
Valor Kontratu (USD)	38,657,964.00
Revisaun Valor Kontratu (USD)	38,124,271.00
Data hahu Projetu	
Data original kompleta Projetu	Based on Guarantee period by 2030
Data revisaun kompleta Projetu	
Physical Progress (%) / Financial Progress (%)	100% / 100%

2. Bakground Projetu

Timor-Leste South Submarine Cable System (TLSSC) mak kabu submarinu internasional dahuluk ida husi fibra óptika ba Timor-Leste, ne'ebé liga Díli ho Sistema Kabu Noroeste (North-West Cable System - NWCS) iha Austrália, liuhusi Darwin no Port Hedland.

Projetu ida ne'e iha naruk 607 kilometru, ho kapasidade transmisão to'o 27 terabit per segundu (Tbps), no iha repetidor sétu iha laran. Sistema ne'e iha Estasaun Aterajen Kabu (Cable Landing Station - CLS) iha Bebonuk, Díli.

Akordu implementasaun TLSSC firma iha Maiu 2022 entre Governu Timor-Leste ho Alcatel Submarine Networks (ASN), ne'ebé responsavel ba fabriku no instala kabu ne'e. RMS Ltd. halo obra civil ba aterajen kabu, no DXN Ltd. instala estasaun CLS. Projetu ida ne'e finansadu hosi Governu Timor-Leste, ho apoio finanseru no tekniku hosi Governu Austrália.

3. Problema / Disputa

Durante implementasaun kontratu Engineering, Procurement and Construction (EPC) ba projetu Timor-Leste South Submarine Cable System (TLSSC), mosu diferensa

hanesan disputa entre Governu Timor-Leste no empreiteiru Alcatel Submarine Networks (ASN) kona-ba rekursu finanseiru ne'ebé ASN hatama.

Pontu Prinsipál Disputa

ASN hatama rekursu ida ba Komisaun Interministeriál (Interministerial Steering Committee) ho **pedidu 3 prinsipal** iha laran, ne'ebé husu kompensasaun adicional tuir kontratu EPC:

1. **Reembolsu Kostu Guard Vessel (Veleiru Seguransa)** -

ASN husu reembolsu total USD 407,303.50 ba operasaun no aluguer guard vessel durante instalasaun kabu submarinu, atu garante seguransa no proteje trajetória kabu ne'e.

2. **Redusaun Time Value of Money (TVM)** -

ASN husu USD 1,503,098.32 hanesan kompensasaun ba impaktu finanseru hosi atrasu iha pagamentu no mudansa iha planu implementasaun projetu, ne'ebé hatán perda valor tempu osan iha kondisaun kontratu.

3. **Rekursu ba Kostu Project Management (PM)** -

ASN hatama mos pedidu total USD 583,426.75 hanesan kompensasaun ba gastus adicional iha jestaun projetu durante estensaun tempu implementasaun no koordinasaun administrativu.

Total Montante ne'ebe propõem hamutuk **USD 2,493,828.35**

Diskusaun iha Komisaun Interministeriál

Komisaun Interministeriál, ne'ebé kompostu husi membro 10, halo analize detalhadu ba rekursu ne'e no hato'o Karta No. 213/DGTC/VI/2025 ho titulu "Autorizasaun Proposta atu Negosiaho ASN".

Iha karta ida ne'e, komisaun aprova duas opsaun negociu:

- Opsiun 1: Propoze ba ASN osan USD 400,000.00; ka
- Opsiun 2: Aumenta proposta kontra ba ASN to'o limite máximu USD 1,000,000.00.

Rezultadu Negosiasaun

Depois diskusaun no negosiasaun entre ekipa autorizadu Governu ho reprezentante ASN, parte sira nain rua konkorda ho valor final montante **USD 550,000.00**.

Tuir akordu ne'e, montante ida ne'e **TENKE** selu iha **loron 30 nia laran** depois asina Settlement Agreement, ne'ebé maka markadu hanesan rezolusaun ofisiál ba disputa entre parte sira nain rua.

4. SGP & Steering Committee nia Posisaun iha Situasaun Atual

Secretariado de Grandes Projetos (SGP) halao ona revisaun ba document sira ne'ebé submeter husi Comité Interministerial, relasionala ho proposta pagamento USD 550.000,00 ba Alcatel Submarine Networks (ASN).

Comité Interministerial Fibra Otica apresenta ba SGP, proposta de pagamento refere ho document tolú (3) tuir mai:

- Contract Settlement Agreement between the Government of Timor-Leste and ASN;
- Certificate of Payment;
- ASN Invoice.

Maibe, Documento hirak ne'e la inklui **Recomendação ADN I.P.**, ne'ebé servisu hanesan autoridade tekniku obrigatoriu atu valida pagamentu iha projetu Fundo Infraestruturas.

Perspetiva & Procedimentu SGP

Tuir prosedimentu Fundo Infraestruturas, SGP tenke halo pagamentu bazeia ba verifikasiun progresu fisiku ka rekomendasau tekniku husi ADN I.P., hanesan orgaun certificador ba projetu hotu-hotu iha Fundo infraestrutura.

Se pagamentu la bazeia ba AND IP nia rekomendasau, hanesan iha kasu settlement kontratuál ne'e, tenke hatudu **forma base legal**, hanesan:

- Rekomendasau tekniku ka parecer husi Group working (Komisaun Interministeriál);
- Avaliasaun tekniku ka legal independente husi konsultor Kualifikadu;
- Desizaun Ofisiál Governu, ne'ebé autoriza pagamentu.

Iha situasaun ne'e, submisaun la iha rekomendasau tekniku ADN I.P. ka **base legal alternatívu**, entaun **la kumpri tebes prosedimentu** ne'ebé estabelese iha Gestao de Fundo Infraestruturas.

Rekomendasau SGP

Husi perspetiva MPS, pagamentu USD 550,000.00 sei la hala'o, até parte Ministerial formalmente apresenta base suporta hirak tuir mai:

- **Validasaun tekniku** (Relatoriу de Negosiasiun baseia ba Validasaun Tekniku) ou rekomendasau husi ADN I.P.; ka
- **Justifikasiun legal aprova husi CAFI** ka autoridade governu kompetente, confirmindo validade settlement no autoriza pagamentu.

Procedimentu ida ne'e garante konformidade governansa Fundo Infraestruturas, transparénsia no kontabilidáde, ho respeita norma gestion finanseiru públíku

nacionál.

SGP sei halo pagamentu apenas depois rekomendasaun tekniku ka legal ne'ebe submete.

7. Konklusaun

Iha konklusaun, kazu ne'e hatudu presiza Donu do Projetu hotu hotu atu adere ba prosedimentu SGP - Fundu Infraestruturas iha resolusaun projetu, inklui:

- Tenki iha Dokumentu Validasaun tekniku ne'be klaru husi ADN I.P. ba rekursu hotu-hotu ne'ebé relasiona ho Fundo infraestrutura;
- Aprovisaun legal ba pagamentu ne'ebé la bazeia ba progresu fisiku/La liu husi AND .IP nia rekomendasaun;
- Dokumentasaun kompletu atu suporta desizaun resolusaun;

Prepara husi:

Nazario de Araujo
MPS Engineer_Focal Point
Date: 17/10/2025