

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT



REPÚBLICA DEMOCRÁTICA DE TIMOR-LESTE

INSTRUCTIONS TO BIDDERS

TIBAR BAY PORT PPP PROJECT

14 May 2014

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

IMPORTANT NOTICE AND DISCLAIMERS

These Instructions to Bidders are provided to the Bidders solely for use in preparing and submitting Bids in connection with the Tibar Bay Port PPP Project as described in Annex 2 herein (the "**Project**").

The Instructions to Bidders are being issued by the Government of the Democratic Republic of Timor-Leste represented by the Ministry of Finance and the Ministry of Transport and Communications (the "**Authority**") solely for use by Bidders in connection with the Project. The Instructions to Bidders have been prepared with the assistance of the International Finance Corporation (IFC) acting as a transaction advisor on the Project, supported by legal advisors, Gide Loyrette Nouel (international counsel) and AFG (local counsel) as well as technical advisors, Hamburg Port Consulting GmbH.

Neither the Authority nor its employees, agents, advisors or consultants, whether listed above or otherwise assisting the Authority make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in other document made available to a person in connection with the tender process for the Project and shall have no liability for these Instructions to Bidders or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither the Authority, nor its employees, agents, advisors nor its consultants will be liable to reimburse or compensate the recipient for any costs nor expenses incurred by the recipient in evaluating or acting upon these Instructions to Bidders or otherwise in connection with the Project as contemplated herein.

In submitting a Bid in compliance with these Instructions to Bidders, each Bidder certifies that it understands, accepts and agrees to the provisions of these Instructions to Bidders including the disclaimers on this page. Nothing contained in any other provision of these Instructions to Bidders, nor any statements made orally or in writing by any person or party, shall have the effect of negating or superseding any of the disclaimers set forth on this page.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	5
1.1	DEFINITIONS	5
1.2	INTERPRETATION	9
2.	INTRODUCTION.....	10
3.	BIDDERS.....	10
3.1	FORM OF BIDDER	10
3.2	RULES APPLICABLE TO CONSORTIA.....	11
3.3	PARTICIPATION RESTRICTIONS AND INELIGIBILITY	11
3.4	ONE BID PER BIDDER	11
3.5	COST OF BIDDING	12
4.	BIDDING PROCESS.....	12
4.1	CONTENT OF BIDDING DOCUMENTS	12
4.2	BIDDERS COMMENTS ON BIDDING DOCUMENTS	13
4.3	CLARIFICATION REQUESTS SUBMISSION DEADLINE.....	13
4.4	PRE-BID CONFERENCE AND MEETINGS	14
4.5	AMENDMENTS TO BIDDING DOCUMENTS	14
4.6	BIDDERS DUE DILIGENCE.....	14
4.7	SITE VISITS.....	14
4.8	DATA ROOM	14
4.9	TIMETABLE.....	15
4.10	AUTHORITY'S RIGHTS IN CONNECTION WITH THE BIDDING PROCESS.....	15
5.	PREPARATION OF BIDS	15
5.1	DOCUMENTS COMPRISING THE BID.....	15
5.2	BID SECURITY	16
5.3	LANGUAGE OF BIDS	17
5.4	BID VALIDITY PERIOD	17
6.	SUBMISSION OF BIDS.....	17
6.1	FORMAT AND SIGNING OF BIDS.....	17
6.2	SEALING AND MARKING OF BIDS.....	18
6.3	BID SUBMISSION DEADLINE	19
6.4	LATE BIDS	19
6.5	MODIFICATION AND WITHDRAWAL OF BIDS.....	19
7.	BIDS OPENING AND EVALUATION	20
7.1	PROJECT EVALUATION TEAM	20

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

7.2	OPENING OF BIDS	20
7.3	OPENING OF LEGAL DOCUMENTS - DETERMINATION OF RESPONSIVENESS ...	20
7.4	OPENING AND EVALUATION OF TECHNICAL BIDS	21
7.5	OPENING AND EVALUATION OF FINANCIAL BIDS	22
7.6	WAIVER OF NON-CONFORMITIES IN BIDS	22
7.7	EVALUATION OF BIDS TO BE CONFIDENTIAL	22
7.8	CLARIFICATION OF BIDS	23
7.9	CONTACTING THE AUTHORITY / PROJECT EVALUATION TEAM.....	23
8.	PROJECT AWARD	23
8.1	DECISION OF AWARD	23
8.2	NOTIFICATION OF AWARD	24
8.3	ADJUSTMENTS TO THE CONCESSION AGREEMENT.....	24
8.4	GOVERNMENT APPROVAL OF THE CONCESSION AGREEMENT	24
8.5	INCORPORATION OF A PROJECT COMPANY	24
8.6	SHAREHOLDING OF THE PROJECT COMPANY	25
8.7	SIGNING OF THE CONCESSION AGREEMENT	25
8.8	CONSTRUCTION SECURITY	25
8.9	FAILURE OF THE PREFERRED BIDDER	25

LIST OF ANNEXES

ANNEX 1 - BID DATA SHEET	27
ANNEX 2 - PROJECT DESCRIPTION	29
ANNEX 3 - TIMETABLE	30
ANNEX 4 - CONTENT OF BID	31
ANNEX 5 - CONTENT OF TECHNICAL BID	40
ANNEX 6 - TECHNICAL BID EVALUATION	45
ANNEX 7-A - BID AMOUNT FORM.....	48
ANNEX 7-B – FINANCIAL MODEL	49
ANNEX 7-C – INDICATIVE FINANCING PLAN	50
ANNEX 8 - FINANCIAL BID EVALUATION.....	52
ANNEX 9 - CONFIDENTIALITY UNDERTAKING FORM.....	55
ANNEX 10 - DATA ROOM RULES AND PROCEDURES	57
ANNEX 11 -TECHNICAL SPECIFICATIONS	58
ANNEX 12 - MINIMUM SERVICE AND EQUIPMENT INVESTMENT REQUIREMENTS.....	104

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

All capitalized terms used in these Instructions to Bidders shall have the meaning ascribed to them in this Clause 1.1.

APORTIL	means the port authority and the port manager of Timor-Leste
Authority	means the Government of Timor-Leste represented by the Ministry of Finance and the Ministry of Transport and Communications
Average Net Worth	has the following meaning: The sum of the Net Worth for each of the last three (3) full financial years divided by three (3) Where "Net Worth" means (paid-up share capital plus reserves) minus (revaluation reserves) minus (intangible assets) minus (miscellaneous expenditures to the extent not written off plus losses carried forward)
Bid	means all documents specified in Clause 5.1 (Legal Documents, Technical Bid and Financial Bid) and submitted by the Bidder in response to the Invitation for Bids in accordance with the provisions of these Instructions to Bidders
Bid Amount Form	means the form to be provided as part of the Financial Bid in accordance with Section 3 of Annex 4 (<i>Content of Bid</i>) and in the form attached as Annex 7-A (<i>Bid Amount Form</i>)
Bid Data Sheet	means the data sheet attached as Annex 1 (<i>Bid Data Sheet</i>)
Bidder	means a prequalified bidder that has been invited by the Authority to submit a Bid in accordance with these Instructions to Bidders as set forth in Clause 2.2
Bidding Documents	means all documents specified in Clause 4.1 communicated to the Bidders, as may be amended from time to time in accordance with Clause 4.5
Bid Fee	means a non-refundable fee in the amount of One Thousand US Dollars (USD 1,000) to be paid by each Bidder wishing to obtain a copy of the Bidding Documents and to access the Data Room (such access being subject to the Data Room Rules and Procedures and to any other terms and conditions issued and amended from time to time by the Authority); the Bid Fee is intended to cover administrative costs related to the preparation of the Bidding Documents
Bidding Process	has the meaning given in Clause 2.1
Bid Security	means the security to be provided by the Bidder in

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

	accordance with Clause 5.2
Bid Security Validity Period	means the period of validity of the Bid Security specified in Clause 5.2.2
Bid Submission Deadline	has the meaning given in Clause 6.3.1
Bid Validity Period	means the period during which the Bids shall remain valid as set forth in Clause 5.4.1
Business Day	means a day when banks are open for business in Timor-Leste and which is not a Saturday or Sunday, a public holiday or other official holiday granted by the Government of Timor-Leste
Clarification Requests Submission Deadline	has the meaning given in Clause 4.3
Concession Agreement	means the Concession Agreement to be entered into between the Authority, on the one hand, and the Preferred Bidder, on the other hand, in accordance with Clause 8.7; the draft Concession Agreement will be provided at a later date by the Authority in the Data Room
Confidentiality Undertaking	means the confidentiality undertaking to be signed by each Bidder in order to obtain access to the Bidding Documents and to the Data Room in accordance with Clause 4.8 and in the form attached as Annex 9 (<i>Confidentiality Undertaking Form</i>)
Consortium	means the form a Bidder may take to submit a Bid when it is made up of several companies, firms, corporate bodies or other legal entities
Consortium Member or Member	means any member of a Consortium including any Lead Member
Construction Security	means the unconditional and irrevocable on-demand bank guarantee to be provided in accordance with the terms of the Concession Agreement
Data Room	means the collection of relevant data in electronic and/or paper format that is to be made accessible to Bidders or their representatives before the Bid Submission Deadline as set forth in Clause 4.8
Data Room Rules and Procedures	means the document establishing the rules and procedures for the Bidders' due diligence, including use of the Data Room that has been sent out to Bidders separately and a copy of which is set out as Annex 10 (<i>Data Room Rules and Procedures</i>)
Final Bidding Documents	has the meaning given in Clause 4.5.1
Financial Bid	means the financial bid to be provided by the Bidders as part of the Bid in accordance with Section 3 of Annex 4 (<i>Content</i>)

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

of Bid)

Financial Bid Envelope	has the meaning given in Clause 6.2.1
Financial Model	means the model to be provided as part of the Financial Bid in accordance with Section 3 of Annex 4 (<i>Content of Bid</i>) and Annex 7-B (<i>Financial Model</i>)
Grantor	means the public authority or entity of Timor-Leste that will sign the Concession Agreement
IFC	means the International Finance Corporation, a member of the World Bank Group
IFC Coordinator	has the meaning given in Clause 2.4
Indicative Financing Plan	means the description of the Bidder's anticipated plan for the financing of the Project to be provided in accordance with the provisions of Section 3 of Annex 4 (<i>Content of Bid</i>) and Annex 7-C (<i>Indicative Financing Plan</i>)
Instructions to Bidders	means these instructions detailing the process of preparation and submission of Bids for the Project communicated by the Authority to all Bidders against the executed Confidentiality Undertaking and payment of the Bid Fee
Invitation for Bids	means the invitation to submit Bids communicated by the Authority to all Bidders following the completion of the prequalification process for the Project on the same date as these Instructions to Bidders
Invitation for Prequalification	means the announcement published on 21 October 2013 in <i>Independente</i> , www.dgmarket.com , as well as in two international distribution newspapers of recognized prestige and on the website of the Authority (www.mof.gov.tl), inviting interested eligible parties to prequalify for the Project
Lead Member	has the meaning given in Clause 3.2.1
Legal Documents	means the documents to be provided by the Bidders as part of the Bid in accordance with Section 1 of Annex 4 (<i>Content of Bid</i>)
Legal Documents Envelope	has the meaning given in Clause 6.2.1
Material Deviation	means with respect to the Bids any material deviation, objection, conditionality or reservation: <ul style="list-style-type: none">(a) that affects in any substantial way the scope, quality or performance of the Concession Agreement;(b) that limits in any substantial way, inconsistent with the Bidding Documents, the Authority's rights or the Preferred Bidder's obligations under the Concession

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Agreement; or

- (c) the rectification of which would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Bids

Notification of Award	means the notification by the Authority to the Preferred Bidder that it has been awarded the Project made in accordance with Clause 8.2
PPP	means a public private partnership
Preferred Bidder	means the Bidder who has been selected at the end of the Bidding Process to proceed with the finalization and subsequent execution of the Concession Agreement, as set forth in Clause 7.5.6
Prequalification Application	means the application submitted by the Bidders which includes the document containing instructions and requirements for preparation and submission of the prequalification applications for the Project communicated to all interested parties who have requested it following the publication of the Invitation for Prequalification, including its addenda, published on 21 October 2013 on http://timorpppinvestor.wordpress.com
Prequalification Criteria	means the "Technical Criteria" and "Financial Criteria" as set forth in Annex 4 of the Prequalification Application
Project	has the meaning given in Clause 2.1 and Annex 2 (<i>Project Description</i>)
Project Company	has the meaning given in Clause 8.5
Project Evaluation Team or PET	has the meaning given in Clause 7.1.1
Response to Questions Document	refers to the response prepared by the PET pursuant to Clause 4.2.1
Second Ranking Bidder	means the Bidder whose Bid is ranked second in the Notification of Award compared to the Preferred Bidder as set forth in Clause 8.9.1
Site or Project Site	refers to the Concession Area as defined in the Concession Agreement
Substitute Selection Notice	means the written notice notified by the Authority to the Second Ranking Bidder of its election as set forth in Clause 8.9.1
Technical Bid	means the technical bid to be provided by the Bidders as part of the Bid in accordance with Section 2 of Annex 4 (<i>Content of Bid</i>)
Technical Bid Envelope	has the meaning given in Clause 6.2.1

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Template Financial Model	has the meaning given in Annex 7-B (<i>Financial Model</i>)
Timetable	has the meaning given in Clause 4.9.1
Timor-Leste	means the Democratic Republic of Timor-Leste
Timor-Leste Law	means the Constitution, laws, decisions or regulations and other forms of primary and secondary legislation which are in force in Timor-Leste, as well as the final and binding judgments, orders and decisions of any court of last instance of competent jurisdiction in Timor-Leste, including the international contracts applicable in Timor-Leste in accordance with the Constitution
US Dollars or USD	means the lawful currency of the United States of America and of Timor-Leste
Viability Gap Funding or VGF	means the amount of capital expenditure subsidy requested from the Government of Timor-Leste by a Bidder as part of the Financial Bid

1.2 Interpretation

In this Instructions to Bidders any reference to a "Clause" is, unless the context otherwise requires, a reference to a clause of these Instructions to Bidders.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

2. INTRODUCTION

- 2.1 The Authority (being the Government of Timor-Leste represented by the Ministry of Finance and the Ministry of Transport and Communications), is seeking to award a project for the Tibar Bay Port PPP (the "**Project**") through a fair and transparent competitive bidding process in accordance with Timor-Leste Law and international best practice (the "**Bidding Process**"). The Project is further detailed in Annex 2 (*Project Description*).
- 2.2 The Authority advertised the procurement of the Project on 21 October 2013 and asked for expressions of interest to prequalify under Article 36 of Decree Law 10/2005 as amended. The Authority evaluated the prequalification applications submitted in accordance with the terms and conditions of the Prequalification Application. On 20 February 2014, the Authority pre-qualified four Bidders (the "**Bidders**"). In accordance with Article 40 of Decree Law 10/2005, the Bidders are now invited to satisfy the conditions precedent for the submission of bids (each a "**Bid**") and following their satisfaction, submit responses to the Invitation for Bids in accordance with these Instructions to Bidders.
- 2.3 Bidders who have signed the Confidentiality Undertaking may submit their Bids for the Project in accordance with these Instructions to Bidders. By submitting a Bid, each Bidder agrees to be bound by the terms of these Instructions to Bidders.
- 2.4 The Authority has engaged IFC to act as transaction advisor for the Project. Bidders shall copy any correspondence sent to the Authority and/or the PET with respect to the Bidding Process to the IFC coordinator as indicated in the Data Sheet (the "**IFC Coordinator**"), to the exception of the documents sent under Clause 6, which must only be addressed and sent as provided in Clause 6.
- 2.5 These Instructions to Bidders are issued in accordance with and subject to Decree-Law No. 42/2012 Regulating the Legal Regime on Public-Private Partnerships as amended by Decree-Law 2/2014 and Decree-Law No. 10/2005 setting out the procurement legal regime (as amended).

3. BIDDERS

3.1 Form of Bidder

- 3.1.1 Any Bidder which consists in a Consortium may change its composition as a Consortium after it submits its Prequalification Application without the prior written consent of the PET to the extent that it does so no later than thirty (30) calendar days before the Bid Submission Deadline and that it complies with the conditions set out in Clause 3.2 and that the relevant Bidder updates and submits to the PET the updated version of any document submitted in the course of the prequalification process in order to comply with the documentation requirements set forth at clause 5 of the Prequalification Application. However, a Consortium may not change its Lead Member. In application of the foregoing:
- (a) a single legal entity Bidder may transform itself into a Consortium provided that the relevant Bidder becomes the Lead Member of such Consortium and the Consortium and each Consortium Member complies with the conditions set out in Clause 3.2, and
 - (b) a Consortium may add or subtract Members subject to compliance with Clause 3.2 (and to the extent that the Lead Member remains the same).

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- 3.1.2** Any change to the form of a Bidder not expressly authorized under this Clause 3.1 shall require the prior written consent of the PET. Bidders shall submit any application for a change in the composition of a Consortium no later than thirty (30) calendar days before the Bid Submission Deadline. The PET shall be entitled to withhold its consent if the proposed change may (a) affect the fulfilment by the Bidder of the Prequalification Criteria, or (b) affect the capacity of the Bidder to implement its Bid, or (c) contravene the provisions applicable to the Bidding Process under Timor-Leste Law.

3.2 Rules Applicable to Consortia

3.2.1 Lead Member

A Consortium shall appoint and authorize one of its Members to represent and irrevocably bind all Members of the Consortium in all matters related to the Bidding Process for the Project, including but not limited to the submission of the Bid on behalf of the Consortium (the "**Lead Member**").

The Lead Member shall comply with the following requirements:

- (a) It shall be a port operator which fulfills, on a stand-alone basis, the "Technical Criterion n°2", as set out in section 1.2 of Annex 4 of the Prequalification Application; and
- (b) It shall hold individually at least forty per cent (40%) of the equity interest and voting rights in the future Project Company and shall be the largest shareholder of the Project Company and shall retain effective control over the technical and operational activities of the Project Company. The conditions related to the shareholding of the Lead Member during the life of the Project are set out in detail in the Concession Agreement; and
- (c) It shall comply with any other obligation applicable to Lead Members as expressly provided for in the Prequalification Application and the Bidding Documents.

3.2.2 Other Member(s)

A Consortium may have Members other than a Lead Member and each such other Member shall comply with the requirements set out in clause 3.2.2 of the Prequalification Application, and the Consortium as a whole shall comply with the requirements of clause 3.2 of the Prequalification Application following the addition of such other Member.

3.2.3 Liability of Consortium Members

All Members of a Consortium shall have joint and several liability for their Bids and for their compliance with the Instructions to Bidders.

3.2.4 Maximum number of Consortium Members

A Consortium shall not be comprised of more than ten (10) Consortium Members.

3.3 Participation Restrictions and Ineligibility

Bidders shall at all times comply in every respect with the conditions set out in clauses 3.4 and 3.5 of the Prequalification Application.

3.4 One Bid per Bidder

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

A Bidder, being either an individual Bidder or the Lead Member submitting on behalf of a Consortium, is entitled to submit only one Bid. Submission or participation by an individual Bidder or a Consortium Member in more than one Bid shall result in rejection of all Bids in which the party is involved. However, this does not limit the inclusion of that party as subcontractor in more than one Bid.

3.5 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and with the finalization of the Concession Agreement, as well as for the establishment of the Project Company. Neither the Authority nor any of its advisors and consultants shall in any circumstances be responsible or liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4. BIDDING PROCESS

4.1 Content of Bidding Documents

4.1.1 The nature of the Project, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents, which include the following (collectively, the "Bidding Documents"):

N°	Description
1	Instruction to Bidders
2	Annexes to Instructions to Bidders
	Annex 1 Bid Data Sheet
	Annex 2 Project Description
	Annex 3 Timetable
	Annex 4 Content of Bid
	Annex 5 Content of Technical Bid
	Annex 6 Technical Bid Evaluation
	Annex 7-A Bid Amount Form
	Annex 7-B Financial Model
	Annex 7-C Indicative Financing Plan
	Annex 8 Financial Bid Evaluation
	Annex 9 Confidentiality Undertaking Form
	Annex 10 Data Room Rules and Procedures
	Annex 11 Technical Specifications

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

	Annex 12	Minimum Service and Equipment Investment Requirements
--	-----------------	--

The Authority will aim to provide a draft Concession Agreement in the weeks following the issue of these Instructions to Bidders. The draft Concession Agreement and the other reports and supplementary documents provided by the Authority shall be deemed to be part of these Instructions to Bidders.

4.1.2 Each Bidder shall examine all instructions, terms and conditions, forms, specifications and other information contained in the Bidding Documents. If a Bidder:

- (a) fails to provide all documentation and information required by the Bidding Documents; or
- (b) submits a Bid which is not substantially in compliance with the terms and conditions of the Bidding Documents,

such action shall be at the Bidder's risk and the PET may determine that the Bid is not compliant with the Bidding Documents and will reject it.

4.2 Bidders Comments on Bidding Documents

4.2.1 Clarification Requests / Mark-Up

- (a) Bidders' Requests for Clarification

A Bidder requiring any clarification on the Bidding Documents may send a written request (by email or mail) for clarification to the PET with a copy to the IFC Coordinator at the addresses indicated in Annex 1 (*Bid Data Sheet*).

The PET will post electronic copies of the response, including an explanation of the query but not identification of its source (the "**Response to Questions Document**"), on the Data Room on a best efforts basis once a week. If similar or repeated queries are made by Bidders, those queries may be listed as one query and the PET may respond to such query only once.

- (b) Bidders' Mark-Up of Bidding Documents

Bidders may also propose amendments/comments to the Bidding Documents to be made directly in the Bidding Documents in track change mode with a separate note explaining the rationale behind any suggested amendment or modification (one (1) round only). Any such amendments/comments shall be sent by e-mail to the PET with a copy to the IFC Coordinator at the addresses indicated in Annex 1 (*Bid Data Sheet*).

The Authority reserves the right not to consider such comments on or amendments to the Bidding Documents. Substantial changes that affect the fundamental structure of Bidding Documents or the Project are not likely to be taken into consideration.

4.3 Clarification Requests Submission Deadline

Any request for clarification, comment or mark-up of the Bidding Documents as specified in Clause 4.2.1 may be delivered personally or sent by registered mail and must be received by the PET at the address specified in Annex 1 (*Bid Data Sheet*) **no**

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

later than the time and date stated in the Timetable before 18:00 (Dili time) (the "Clarification Requests Submission Deadline").

4.4 Pre-Bid Conference and Meetings

The PET shall organize a pre-bid conference on the date specified in the Timetable or as otherwise informed by the PET in order to discuss any comments the Bidders might have with respect to the Project and the Bidding Documents. The PET shall subsequently organize at least one round of one-on-one pre-bid meetings with the Bidders to further explore such issues.

4.5 Amendments to Bidding Documents

4.5.1 The Authority may amend the Bidding Documents, whether at its own initiative, or in response to the Bidders' questions, comments or mark-up provided in accordance with Clause 4.2 above. In such a case, the revised versions of the Bidding Documents shall then be issued (the "**Final Bidding Documents**") and made available to all Bidders on the Data Room website on the date of issuance of the Final Bidding Documents as specified in the Timetable. The issuance of the Final Bidding Documents shall be notified in writing to all Bidders and the Final Bidding Documents shall be binding on them.

4.5.2 No other communications of any kind whatsoever, including, without limitation, the Response to Questions Document, shall modify the Bidding Documents.

4.5.3 In order to afford Bidders reasonable time in which to take an amendment into account in preparing their Bids, the Authority may, at its discretion, extend the Bid Submission Deadline, in which case, the Authority shall notify all Bidders in writing of the extended deadline.

4.6 Bidders Due Diligence

4.6.1 Each Bidder shall be solely responsible for conducting its own independent research, due diligence and any other work or investigation and for seeking any other independent advice necessary for the preparation of Bids, negotiation of agreements, and the subsequent delivery of all services to be provided by the Preferred Bidder.

4.6.2 No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the Authority or its advisors, employees, consultants or agents, for the completeness or accuracy of any information contained in the Bidding Documents or provided during the Bidding Process. The Authority and its advisors, employees, consultants and agents shall not be liable to any person or entity as a result of the use of any information contained in the Bidding Documents or provided during the Bidding Process.

4.7 Site Visits

The PET shall organize one or more visits to the Project Site on the date specified in the Timetable. This date may be changed at the discretion of the Authority. Bidders' and/or their representative(s)'s participation in any of the Site visits shall be at their sole cost, risk and responsibility.

4.8 Data Room

The Authority has established a password-protected virtual data room hosted on a

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

website at the address specified in Annex 1 (*Bid Data Sheet*) (the "**Data Room**") with a collection of relevant data in electronic format, to be accessible to Bidders or their representatives as from the latest of the (i) date of receipt of the executed Confidentiality Undertaking by the Authority or (ii) date of receipt of the Bid Fee by the Authority, until the Bid Submission Deadline, in accordance with the Data Room Rules and Procedures which has been sent out to Bidders separately and a copy of which is set out as Annex 10 (*Data Room Rules and Procedures*).

4.9 Timetable

4.9.1 The timetable, from the issuance of the Instructions to Bidders to the completion of the Bidding Process (the "**Timetable**") is specified in Annex 3 (*Timetable*).

4.9.2 The Authority may, in its sole discretion and without prior notice to Bidders, amend the Timetable. Bidders shall not rely in any way whatsoever on the Timetable and the Authority shall not incur any liability whatsoever arising out of amendments to the Timetable. The Authority shall notify Bidders of any changes to the Timetable.

4.10 Authority's Rights in Connection with the Bidding Process

4.10.1 At any time prior to the award of the Project, and except where expressly provided in the Bidding Documents, the Authority may, in its sole discretion, decide to:

- (a) cancel and annul the Bidding Process at any time and decide to commence a new bidding process, for any of the following reasons:
 - (i) the Authority expects that the number of persons submitting a Bid will not be sufficient to ensure effective competition, or
 - (ii) the Authority considers that additional studies and analysis are required prior to procuring the Project, or
 - (iii) if the Authority considers the VGF amount submitted by the Preferred Bidder as too high, or
 - (iv) for public policy reasons (which shall be published in an administrative act), including if the Authority considers that the Project would not be in the public interest;
- (b) extend any time period or change any deadline; and/or
- (c) reject any Bid in accordance with the rules for Bid evaluation and rejection set forth in these Instructions to Bidders and/or under Timor-Leste Law;

all without incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the grounds for the Authority's actions. None of the above actions shall give rise to any right or claim for compensation or indemnification of any Bidder or Consortium Member by the Authority.

5. PREPARATION OF BIDS

5.1 Documents Comprising the Bid

Each Bidder shall submit the following documents (together the "**Bid**") as prescribed by these Instructions to Bidders:

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- (i) **Legal Documents** in accordance with the requirements of Section 1 of Annex 4 (*Content of Bid*);
- (ii) A **Technical Bid**, in accordance with the requirements of Section 2 of Annex 4 (*Content of Bid*); and
- (iii) A **Financial Bid**, in accordance with the requirements of Section 3 of Annex 4 (*Content of Bid*).

5.2 Bid Security

5.2.1 Bidders' compliance with their Bids and the Bidding Documents shall be guaranteed by a letter of guarantee which shall conform to the requirements of Section 1.2 of Annex 4 (*Content of Bid*) (the "**Bid Security**"). Any Bid not accompanied by an acceptable Bid Security shall be rejected by the PET as being non-responsive.

5.2.2 The Bid Security shall remain valid for a period (the "**Bid Security Validity Period**") starting on the day on which the Bid Security is first submitted to the PET and ending on the later of:

- (i) thirteen (13) months after the Bid Submission Deadline; and
- (ii) thirty (30) calendar days beyond any extension of the Bid Validity Period that may be requested by the Authority under Clause 5.4.2.

Each Bidder shall be under a continuing obligation to ensure that its Bid Security remains in force during the Bid Security Validity Period. The Bid Security of the Preferred Bidder shall remain valid until the delivery by the Project Company to the Authority of the Construction Security as required under Clause 8.8 below. The Bid Security of the Preferred Bidder shall be returned upon submission of such Construction Security by the Project Company.

The Bid Securities of unsuccessful Bidders will be returned on the earlier to occur of:

- (a) the last day of the period ending fifteen (15) Business Days after the signature of the Concession Agreement with the Preferred Bidder; and
- (b) the first Business Day after the expiry of the relevant Bid Security Validity Period.

5.2.3 The Bid Security of a Bidder may be forfeited if:

- (a) the Bidder withdraws or modifies its Bid during the Bid Validity Period;
- (b) a Bidder who is designated as "Preferred Bidder", or any subsequent Bidder to whom the Project is awarded, is found to have provided the Authority and/or the PET with false or misleading information in the course of the Bidding Process;
- (c) the Authority exercises its right to enter into negotiations with the Preferred Bidder under Clause 8.3 and the Preferred Bidder, or any subsequent Bidder to whom the Project is awarded:
 - (i) does not abide by its obligation to negotiate in good faith under Clause 8.3.4; or
 - (ii) withdraws from the negotiation without giving reasons permitting to evidence that it has respected such obligation;

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- (d) the Preferred Bidder, or any subsequent Bidder to whom the Project is awarded, fails to finalize and sign the Concession Agreement pursuant to Clause 8.4;
- (e) the Preferred Bidder, or any subsequent Bidder to whom the Project is awarded, fails to extend its original Bid Security Validity Period as might be required under Clause 8.8 below; and/or
- (f) the Preferred Bidder, or any subsequent Bidder awarded with the Project, fails to provide a Construction Security in accordance with the Concession Agreement.

5.3 Language of Bids

The Bid and all correspondence and documents related to the Bid exchanged by the Bidder and the Authority and/or the PET shall be written in the English language.

5.4 Bid Validity Period

5.4.1 Bids shall remain valid as from the Bid Submission Deadline until the date specified in Annex 1 (*Bid Data Sheet*) (the "**Bid Validity Period**").

5.4.2 In exceptional circumstances, prior to expiry of the original Bid Validity Period, the Authority may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing by email. A Bidder may refuse the request without its Bid Security being forfeited (except if such extension is required under the provisions of Clause 8.8). A Bidder agreeing to the request will be required to extend the validity of its Bid Security for the period of the extension and in compliance with Clause 5.2.2 in all respects.

6. SUBMISSION OF BIDS

6.1 Format and Signing of Bids

6.1.1 The Bidder shall prepare and submit one (1) printed original, two (2) printed copies and one (1) electronic copy (on CD-ROMs/DVD-ROMs, with the electronic copies of the Legal Documents, the Technical Bid and the Financial Bid to be submitted on separate CD-ROMs/DVD-ROMs) of the complete Bid clearly marking each one as "ORIGINAL BID", "COPY NO.1", "COPY NO.2" and "ELECTRONIC COPY", as appropriate. In the event of any discrepancy between the original and the copies (either paper or electronic), the original shall prevail.

6.1.2 The original and all printed copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or person(s) duly authorized to bind the Bidder. All pages of the Bid shall be initialed by the person or persons signing such Bid.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- 6.1.3** Each CD-ROM/DVD-ROM shall include a table of contents, shall be free of any virus and shall contain non compressed and non-protected files in printable and reproducible PDF format.

For the avoidance of doubt, it is expressly specified that the CD-ROMs/DVD-ROMs shall contain a scanned electronic copy of the complete original Bid but that the electronic copies of the Legal Documents, the Technical Bid and the Financial Bid shall be saved on separate CD-ROMs/DVD-ROMs.

- 6.1.4** The Bid shall contain no alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the Bid.

6.2 Sealing and Marking of Bids

6.2.1 Inner Envelopes

The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID", "COPY NO.1", "COPY NO.2" and "ELECTRONIC COPY". Each such envelope shall indicate the name and address of the Bidder so that the Bid can be returned unopened in case it is declared "late". Each Bid shall contain three (3) inner envelopes:

- (i) a sealed envelope bearing the words "***BID FOR TIBAR BAY PORT PPP PROJECT: LEGAL DOCUMENTS***", which envelope shall contain the Legal Documents (the "**Legal Documents Envelope**"); and
- (ii) a sealed envelope bearing the words "***BID FOR TIBAR BAY PORT PPP PROJECT: TECHNICAL BID***", which envelope shall contain the Bidders' Technical Bid (the "**Technical Bid Envelope**"); and
- (iii) a sealed envelope bearing the words "***BID FOR TIBAR BAY PORT PPP PROJECT: FINANCIAL BID***", which envelope shall contain the Bidders' Financial Bid (the "**Financial Bid Envelope**").

The Legal Documents Envelope, the Technical Bid Envelope and the Financial Bid Envelope shall each indicate the name and address of the Bidder. Each envelope shall leave an unmarked space on the upper left corner sufficient to mark the date and hour of receipt of the envelope.

The CD-ROMs/DVD-ROMs containing the electronic copies of the Legal Documents, the Technical Bid and the Financial Bid shall be included in the envelope containing the document which such CD-ROMs/DVD-ROMs contain a copy of.

6.2.2 Outer Envelope

The Bidder shall seal the original and each copy of the Bid in an opaque outer envelope.

The outer envelopes shall:

- (i) bear the name and address of the Bidder,
- (ii) be addressed to the PET at the address specified in Annex 1 (*Bid Data Sheet*) as "Address for the Submission of Bids", and

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- (iii) bear the following identification: "***BID FOR TIBAR BAY PORT PPP PROJECT: DO NOT OPEN BEFORE 15:00 HOURS ON 22 OCTOBER 2014***".

If the outer envelope is not sealed or marked as above, the PET and the Authority shall assume no responsibility for the misplacement or premature opening of the Bid.

- 6.2.3** For the avoidance of doubt, it is expressly specified that the Bidders shall not be allowed to submit their Bids by e-mail.

6.3 Bid Submission Deadline

- 6.3.1** Bids may be delivered personally or sent by registered mail and must be received by the PET at the address specified in Annex 1 (*Bid Data Sheet*) as "Address for the Submission of Bids" no later than the time and date stated in Annex 1 (*Bid Data Sheet*) ("**Bid Submission Deadline**").

- 6.3.2** The Authority may, at its discretion, extend the Bid Submission Deadline by issuing an amendment in accordance with Clause 4.5 in which case all rights and obligations of the Authority and the Bidders previously subjected to the original deadline will thereafter be subject to the deadline as extended.

6.4 Late Bids

Any Bid received by the PET after the Bid Submission Deadline pursuant to Clause 6.3.1 shall be rejected and returned unopened to the Bidder.

6.5 Modification and Withdrawal of Bids

- 6.5.1** The Bidder may modify or withdraw its Bid after submission, provided that a written notice of the modification or withdrawal is received by the PET prior to the Bid Submission Deadline.

- 6.5.2** The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered as follows:

- (i) The Bidder shall provide one (1) printed original, two (2) printed copies and one (1) electronic copy of any modifications to its Bid, clearly identified as such, in two envelopes, duly marked "***BID FOR TIBAR BAY PORT PPP PROJECT: BID MODIFICATIONS - ORIGINAL***" and "***BID FOR TIBAR BAY PORT PPP PROJECT: BID MODIFICATIONS - COPIES***". The envelopes shall be sealed in an outer envelope, duly marked "***BID FOR TIBAR BAY PORT PPP PROJECT: - BID MODIFICATIONS***".
- (ii) Other provisions concerning the marking and dispatch of Bid modifications shall be in accordance with Clause 6.2 above.

- 6.5.3** A Bidder wishing to withdraw its Bid shall notify the PET in writing prior to the Bid Submission Deadline. The notice of withdrawal shall:

- (i) be sent to the PET at the address specified in Annex 1 (*Bid Data Sheet*), and
- (ii) bear the following identification "***BID FOR TIBAR BAY PORT PPP PROJECT: BID WITHDRAWAL NOTICE***". Bid withdrawal notices received after the Bid Submission Deadline shall be ignored, and the submitted Bid shall be deemed to have been submitted.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- 6.5.4** Any withdrawal of a Bid in the interval between the Bid Submission Deadline and the expiration of the Bid Validity Period specified in Clause 5.4 shall result in the Bidder's forfeiture of its Bid Security, pursuant to Clause 5.2.3.

No Bid may be modified by the Bidder after the Bid Submission Deadline.

7. BIDS OPENING AND EVALUATION

7.1 Project Evaluation Team

- 7.1.1** The Authority has set up a project evaluation team, comprising among others representatives from the Ministry of Finance, the Ministry of Transport and Communications, and the National Procurement Commission (Comissão Nacional De Aproveitamento), with advisory support from IFC transaction advisers, which shall be responsible for conducting the entire Bidding Process, and in particular for the opening and evaluation of Bids (the "**Project Evaluation Team**" or "**PET**").

- 7.1.2** The members of the PET shall be prohibited from participating directly or indirectly in the preparation and/or submission of any Bid, and shall be prohibited from providing any assistance to any Bidder for the purposes thereof, except as may be expressly provided herein.

7.2 Opening of Bids

- 7.2.1** The PET shall open in public the Bids of each Bidder, including withdrawals and modifications made pursuant to Clause 6.5, in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in Annex 1 (*Bid Data Sheet*).

The Bidders' representatives shall bear identification documents. The Bidders' representatives who are present shall sign a register evidencing their attendance.

- 7.2.2** Outer envelopes marked "withdrawal" shall be opened first and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 6.5 shall not be opened.

- 7.2.3** No Bid shall be rejected at the Bids opening except for Late Bids pursuant to Clause 6.4.

- 7.2.4** The PET shall, at the opening of each Bid, announce the name of the Bidder and shall verify that the Bid contains the Legal Document Envelope, the Technical Bid Envelope and the Financial Bid Envelope as provided in Clause 6.2.1. The PET shall prepare minutes of the Bids opening, including the information disclosed to those present in accordance with Clause 7.2.1.

- 7.2.5** The PET shall then proceed to confidential opening and evaluation of Legal Documents and Technical Bids.

7.3 Opening of Legal Documents - Determination of Responsiveness

- 7.3.1** Prior to the opening and evaluation of Technical Bids, the PET shall hold a private session and open the Legal Documents Envelopes and conduct a detailed examination of the Legal Documents in order to determine whether they are substantially responsive to the requirements set forth in the Bidding Documents.

For purposes of this determination, substantially responsive Legal Documents are the

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

ones that:

- (i) are complete, contain documents properly signed, and are generally in order;
- (ii) contain all Legal Documents which substantially conform the requirements of Section 1 of Annex 4 (*Content of Bid*) and in particular, have the appropriate Bid Security; and
- (iii) more generally, conform to all the terms and conditions of the Bidding Documents without Material Deviations.

7.3.2 Legal Documents which have been determined not to be substantially responsive, as set out in Clause 7.3.1 above, may be rejected, and the unopened Technical and Financial Bids shall be returned to the relevant Bidder.

7.4 Opening and Evaluation of Technical Bids

7.4.1 The PET shall open the Technical Bid Envelopes of each Bidder whose Legal Documents have been determined to be substantially responsive, as set out in Clause 7.3.1 above.

7.4.2 The PET shall evaluate the Technical Bids following the criteria set forth in Annex 6 (*Technical Bid Evaluation*). Bidders will be scored for each criterion and the score obtained for all criteria shall be aggregated. The Bidders will then be ranked from highest to lowest according to the score that their respective Technical Bids have received. Those Bidders whose Technical Bids do not obtain the required score established by the PET will not be ranked. The PET's determination shall be based on the contents of the Technical Bid itself without recourse to extrinsic evidence.

7.4.3 During the Technical Bid evaluation period, the PET may, at its sole discretion, ask any Bidder for a clarification of its Technical Bid. The request for clarification and the response shall be in writing, and no change in the substance of the Technical Bid shall be sought, offered or permitted.

7.4.4 The PET shall notify by email:

- (a) Each Bidder whose Technical Bid has achieved the minimum score and is one of the two highest scoring Technical Bids that the Financial Bid of such Bidder will be opened and evaluated in accordance with the criteria for evaluation of the Financial Bids;
- (b) Each Bidder whose Technical Bid has not reached the minimum score or is not one of the two highest scoring Technical Bids that the Bidder's Financial Bid will not be considered by the PET.

7.4.5 If two or more Technical Bids rank equally at either of the first or second highest position, then the Financial Bids of the Bidders having submitted such equally ranking Technical Bids shall be opened and evaluated in accordance with the criteria for evaluation of the Financial Bids.

7.4.6 In any case the PET shall not open, and shall promptly return, the Financial Bid and Bid Security of any Bidder whose Technical Bid has not received the minimum score established by the PET. Such Bidder's Bid shall not be considered further for evaluation, irrespective of the circumstances.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

7.5 Opening and Evaluation of Financial Bids

7.5.1 The PET shall open the Financial Bid Envelopes of Bidders whose Financial Bid Envelopes are to be opened pursuant to Clause 7.4 above in public and in the presence of the Bidders' designated representatives who choose to attend. The PET will notify the Bidders of the time, date, and location of the opening of the Financial Bid Envelopes prior to the occurrence of this event. Bidders shall be notified at least 10 calendar days in advance of the day on which the Financial Bid Envelopes are to be opened.

7.5.2 The Bidders' representatives who attend the opening of the Financial Bid Envelopes shall bear identification documents and sign a register evidencing their attendance.

The PET shall, at the opening of each Financial Bid Envelope:

(a) announce the name of the Bidder who has submitted that Financial Bid Envelope as well as any such other details as the PET may consider appropriate; and

(b) verify that the Financial Bid Envelope contains the documents provided in Section 3 of Annex 4 (*Content of Bid*), Annex 7-A (*Bid Amount Form*), Annex 7-B (*Financial Model*) and Annex 7-C (*Indicative Financing Plan*).

7.5.3 The opening of the Financial Bid Envelopes shall be completed when the PET has taken the steps detailed in Clause 7.5.2 with respect to each of the Financial Bid Envelopes to be opened under Clause 7.5.1.

7.5.4 After the opening of the Financial Bid Envelopes is completed, the PET shall prepare minutes of the opening of the Financial Bid Envelopes and proceed with the evaluation of the Financial Bids. The evaluation of the Financial Bids shall not be public.

7.5.5 The PET shall rank the Financial Bids in accordance with Annex 8 (*Financial Bid Evaluation*).

7.5.6 The scores of the Technical Bid and Financial Bid shall be given weights of 80 and 20 respectively; and a combined technical and financial score shall be computed in accordance with Annex 8. Each Bid shall be ranked in accordance with the combined scores of the Technical Bid and Financial Bid, from the highest to the lowest combined score. The Bidder who has received the highest combined score for its Technical Bid and Financial Bid shall be declared successful (the "**Preferred Bidder**"). In the event that two or more Bidders are ranked as equal at the highest rank, the Bidder with the highest Average Net Worth will be declared the Preferred Bidder.

7.6 Waiver of Non-Conformities in Bids

The PET may waive any minor non-conformity or irregularity in a Bid that does not constitute a Material Deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the Technical Bid and Financial Bid evaluation, pursuant to Clauses 7.4 and 7.5, respectively.

7.7 Evaluation of Bids to be Confidential

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of the Project shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award of the Project has been officially announced. Any effort by a Bidder to influence the PET's

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

processing of Bids or award decisions shall result in the rejection of the Bidder's Bid.

7.8 Clarification of Bids

In order to help with the examination, estimation and evaluation of the Bids, the PET may require a Bidder to provide explanation, clarification and/or additional information relating to its Bid. Requirement for explanation and the response will be submitted in written form, but no change in the essence of the Bid shall be required, offered or permitted unless it is for the correction of an arithmetical error revealed by the PET during the evaluation of the Bids. Where there is a discrepancy between amounts in words and figures, the amount in words shall prevail.

7.9 Contacting the Authority / Project Evaluation Team

7.9.1 From the time of Bid opening to the time of the Project award, if any Bidder wishes to contact the Authority and/or the PET, it should do so in writing, with copy of any correspondence sent to the IFC Coordinator.

7.9.2 If a Bidder (i) resorts to deceit and/or fraud in its dealings with the Authority, PET or other public institutions or entities involved in the Bidding Process, including their advisors, employees, consultants or agents or otherwise in relation to the Bidding Process; or (ii) is proven to have personally or through an intermediary, either directly or indirectly, offered or attempted to offer a bribe to any employee of the Authority and/or any member of the PET involved in the Bidding Process, then the Bidder's Bid and, if applicable, the said award, shall be cancelled and the Bid Security or the Construction Security (as the case may be) shall be forfeited, all without prejudice to any Authority's claim for ensuing damages and without prejudice to any criminal and/or administrative proceedings (or otherwise) in Timor-Leste.

7.9.3 Furthermore, as a result of any wrongful conduct contemplated under Clause 7.9.2 above, the Bidder or the Preferred Bidder (as applicable) shall be precluded from participating in any public tenders, concessions, privatizations or public private partnerships of any kind in Timor-Leste in accordance with Timor-Leste Law, for a term to be determined by the Authority and/or any competent public authority in Timor-Leste.

8. PROJECT AWARD

8.1 Decision of Award

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Once the evaluation and ranking of the Bids is finalized, the PET shall establish an evaluation report which shall be submitted to the Authority together with the recommendation to award the Project to the Preferred Bidder.

8.2 Notification of Award

A copy of the Authority's decision on the award of the Project, shall be communicated to all Bidders without delay.

The relevant Bidder shall receive a notification that its Bid has been selected by the Authority to be the Preferred Bidder (the "**Notification of Award**").

8.3 Adjustments to the Concession Agreement

8.3.1 The Authority may, at its sole discretion enter into negotiations with the Preferred Bidder prior to approval of the Concession Agreement in order to make adjustments of accessory or functional character to the Concession Agreement.

8.3.2 The negotiations shall not take place for more than four (4) weeks.

8.3.3 The Authority will exercise its right to enter into negotiations by notifying the Preferred Bidder at the same time it issues the Notification of Award.

8.3.4 The Preferred Bidder shall be under an obligation to negotiate in good faith.

8.3.5 If the Authority and the Preferred Bidder are unable to reach mutually agreeable terms within four (4) weeks after the Notification of Award then the Preferred Bidder shall be deemed to have failed to comply with Clause 8.3 for the purpose of Clause 8.9.

8.4 Government Approval of the Concession Agreement

Upon finalization of the terms of the Concession Agreement with the Preferred Bidder, the final draft thereof shall be submitted to the Government of Timor-Leste for approval.

8.5 Incorporation of a Project Company

8.5.1 Within twenty (20) calendar days of the Notification of Award, the Preferred Bidder shall incorporate a special purpose limited liability company under Timor-Leste Law, that will become the Concessionaire under the Concession Agreement (the "**Project Company**").

8.5.2 To evidence the compliance with the above, the Preferred Bidder shall provide to the Authority:

- (a) true and complete copies of (a) the memorandum and articles of association, commercial registration certificate and relevant trade license of the Project Company and (b) the resolutions adopted by the Shareholders authorizing the execution, delivery and performance by the Project Company of the Concession Agreement; and
- (b) legal opinion or legal opinions from qualified external legal advisors of the Project Company concerning the due constitution of the Project Company and the authorization, validity and enforceability of the Concession Agreement.

8.5.3 The shareholding of the Project Company shall strictly reflect the equity structure

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

submitted by the Preferred Bidder as part of its Legal Documents (required by Section 1.6 of Annex 4 (*Content of Bid*)) and shall comply with the provisions of Clause 8.6.

8.6 Shareholding of the Project Company

8.6.1 If the Preferred Bidder is an individual entity, it shall hold one hundred per cent (100%) of the equity interests and voting rights in the future Project Company. The Preferred Bidder, as a shareholder of the Project Company, will have to comply with the shareholding requirements set out in article entitled *Change in Shareholding* of the Concession Agreement.

8.6.2 If the Bidder is a Consortium, the shareholding of the Project Company shall comply with the information provided by the Bidder in its Bid and all the Consortium Members shall comply with the shareholding requirements set out in article entitled *Change in Shareholding* of the Concession Agreement.

8.6.3 The Authority shall be entitled, at any time before the execution of the Concession Agreement, to request up to date evidence from the Preferred Bidder and/or the Project Company that the requirements set forth at Clauses 8.5, 8.6.1, 8.6.2 are complied with and if the Preferred Bidder and/or the Project company either (i) fails to submit such evidence within ten (10) Business Days of being requested in writing to do so or (ii) provides evidence which does not demonstrate, in the reasonable opinion of the Authority, that such requirements are respected then the Preferred Bidder shall be considered as having failed to comply with the provision of Clause 8.5 for the purpose of Clause 8.9 below.

8.7 Signing of the Concession Agreement

The Grantor and the Project Company shall sign the Concession Agreement within ten (10) Business Days after the creation of the Project Company in accordance with Clause 8.5 above.

8.8 Construction Security

The Project Company shall be required to provide to the Grantor the Construction Security, in accordance with the terms of the Concession Agreement.

It shall be the Preferred Bidder's and Project Company's joint obligation to ensure that the Bid Security remains in full force and effect up until all the conditions precedent to the commencement date of the Concession Agreement have been waived or satisfied (including the delivery of the Construction Security).

In this respect, each Bidder undertakes that, should it be notified to be the Preferred Bidder, it shall extend the original Bid Security Validity Period as might be necessary and/or required by the Authority and/or the Grantor up until all the conditions precedent to the commencement date of the Concession Agreement have been waived or satisfied (including the delivery of the Construction Security). Such extension shall be made no later than fifteen (15) Business Days prior to the expiration of the original Bid Security Validity Period.

The Bid Security of the Preferred Bidder shall be released once all the conditions precedent to the commencement date of the Concession Agreement have been waived or satisfied and the Grantor has received the Construction Security.

8.9 Failure of the Preferred Bidder

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- 8.9.1** If the Preferred Bidder fails to comply with any one or more of the provisions contained in Clauses 8.3, 8.4, 8.5, 8.6, 8.7 and 8.8 above, this failure shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security and such other remedies as the Authority may take under Timor-Leste Law, and the Authority may, in its discretion, award the Project to the Bidder who has the next ranking, in accordance with Clause 7.5.5 (the "**Second Ranking Bidder**"). In such event, the Authority shall notify the Second Ranking Bidder of its election by written notice (a "**Substitute Selection Notice**"). The Second Ranking Bidder shall, from and after the date of receipt of the Substitute Selection Notice, assume the status of the Preferred Bidder hereunder and the Bidding Process should be pursued as if such Second Ranking Bidder had been notified as a "Preferred Bidder" under Clause 8.2 (this will include without limitation going through the steps provided at Clauses 8.3 to 8.9 above).
- 8.9.2** In the event that the Authority delivers a Substitute Selection Notice to the Second Ranking Bidder, the Second Ranking Bidder shall extend its Bid Security Validity Period to a date not earlier than the date of delivery of the Construction Security as specified in Clause 8.8 above.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

ANNEX 1 - BID DATA SHEET

The following data shall supplement the provisions in Instructions to Bidders.

1	Project Name	Tibar Bay Port PPP Project
2	Name of Authority	MINISTRY OF FINANCE and the MINISTRY OF TRANSPORT AND COMMUNICATIONS Building no.5, Palacio do Governo Dili, Timor-Leste Tel. +670- 3311494 or 3331388 Email: ddsantos@mof.gov.tl Copy to: ypaiva@mof.gov.tl
3	Project Evaluation Team	PROJECT EVALUATION TEAM Comissão Nacional de Aprovisionamento Avenida dos Direitos Humanos Dili, Timor-Leste Mr. Aniceto do Rosario Tel. +670 77327543 Email: adorosario@cna.gov.tl copy to: rillo@cna.gov.tl , gsharma@cna.gov.tl copy to: cbleakley@ifc.org
4	IFC Coordinator	Chris Bleakley International Finance Corporation Tel: +61 2 92356513 Email: cbleakley@ifc.org Copy to: dratnanayagam@ifc.org
5	Data Room	https://www.mof.gov.tl/tibar-bay-project-project-data-room/
6	Language of Bids	English
7	Bid Validity Period	From the Bid Submission Deadline until 22 November 2015
8	Number of Copies of Bids	One (1) printed original; Two (2) printed copies; and One (1) electronic copy (set of CD-ROM/DVD-ROM)
9	Address for Submission of Bids	PROJECT EVALUATION TEAM Comissão Nacional de Aprovisionamento Avenida dos Direitos Humanos Dili, Timor-Leste Mr. Aniceto do Rosario Tel. +670 77327543 Email: adorosario@cna.gov.tl copy to: rillo@cna.gov.tl , gsharma@cna.gov.tl copy to: cbleakley@ifc.org
10	Bid Submission Deadline	15 hours (Dili time) on 22 October 2014
11	Place and Time of Bids Opening	PROJECT EVALUATION TEAM

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

		Comissão Nacional de Aprovisionamento Avenida dos Direitos Humanos Dili, Timor-Leste On 22 October 2014 at 15 hours (Dili time)
12	Place and Time of Financial Bids Opening	PROJECT EVALUATION TEAM Comissão Nacional de Aprovisionamento Avenida dos Direitos Humanos Dili, Timor-Leste On 5 November 2014 at 11 hours (Dili time)

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

ANNEX 2 - PROJECT DESCRIPTION

The project brief has been communicated to Bidders through the project Data Room.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

ANNEX 3 - TIMETABLE

Activity	Target Date
Invitation for Bids / Issuance of Instructions to Bidders and Draft Bidding Documents	14 May 2014
Communication of Draft Concession Agreement	30 May 2014
Pre-Bid Conference and Site Visit	11 June 2014
Clarification Requests Submission Deadline	23 June 2014
Pre-Bid Meetings (one or more as required)	2 July 2014
Final Bidding Documents Issuance	8 August 2014
Bid Submission Deadline	22 October 2014
Bid Opening	22 October 2014
Opening of Technical Bid Envelopes	22 October 2014
Opening of Financial Bid Envelopes	5 November 2014
Bids Evaluation Report Approval by the Authority followed by the final approval of the Cabinet	21 November 2014
Announcement of Preferred Bidder	27 November 2014
Execution of the Project Agreement with Winner Bidder	12 December 2014

The Timetable is presented for indicative purposes only.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

ANNEX 4 - CONTENT OF BID

A Bid shall contain all the following documents, presented in three (3) parts, each part being inserted in a separate envelope as follows:

Part	Description
Part I	Legal Documents containing:
1.1	Bid application as required under Section 1.1 below
1.2	Bid Security as required under Section 1.2 below
1.3	Power of attorney as required under Section 1.3 below
1.4	Conflict of interest statement as required under Section 1.4 below
1.5	Consortium agreement as required under Section 1.5 below
1.6	Equity structure of the Project Company as required under Section 1.6 below
1.7	Updated versions of documents submitted at prequalification as required under Section 1.7 below
1.8	Initialled Concession Agreement as required under Section 8 below
Part II	Technical Bid as required under Section 2 below
Part III	Financial Bid as required under Section 3 below

1. LEGAL DOCUMENTS

Each Bidder shall provide the documents specified in Sections 1.1 to 1.8 below (the "Legal Documents") in the Legal Documents Envelope:

1.1 Bid Application

Each Bidder shall provide, as part of its Bid, a bid application in the form attached hereto as **Form A** (*Bid Application*), duly completed and signed by the Bidder.

1.2 Bid Security

1.2.1 Each Bidder shall provide, as part of its Bid, a Bid Security in the amount of Two Million US Dollars (**USD 2,000,000**).

1.2.2 The Bid Security shall be in the form of an independent, unconditional and irrevocable bank guarantee payable at first demand, issued by a first-rate bank valued with a credit rating of at least BBB under the Standards and Poor's rating or with Baa2 under the Moody's rating acceptable to the Authority. The Bid Security shall be submitted substantially in the form attached hereto as **Form B** (*Bid Security*).

1.3 Power of Attorney

Each Bidder shall provide, as part of its Bid, a written power of attorney in the form

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

attached hereto as **Form C** (*Power of Attorney*), duly notarized, indicating that the person(s) signing the Bid has(ve) the authority to sign the Bid and to represent the Bidder in connection with the Bid and the Bidding Process. In the case of a Consortium, this power of attorney shall be made to a person holding a corporate office or employed as a senior manager of the Lead Member.

1.4 Conflict of Interest Statement

Each Bidder shall provide a written conflict of interest statement, in the form attached hereto as **Form D** (*Conflict of Interest Statement*), regarding any existing, potential, possible or future conflict of interest that a Bidder (and each Member of a Consortium, if relevant) may have with the Bidding Process, the Project, the Authority or any agency, instrumentality, consultant or advisor thereof (as such consultants and advisors are provided in the Bid Data Sheet).

1.5 Consortium Agreement

A Bidder in the form of a Consortium shall submit its Consortium agreement, signed by the legal representatives of all its members. The Consortium agreement shall contain at least the following information:

- (i) each Member's binding commitment to the Consortium; and
- (ii) identification of the Member that will assume the role of Lead Member on behalf of the other Members; and
- (iii) irrevocable power for the Lead Member to represent the Consortium and bind all its Members in connection with the Bidding Process, the Bid and the signing of the Concession Agreement; and
- (iv) a description of the proposed contractual arrangements (to be replicated in the articles of association of the Project Company to the extent permitted by Timor-Leste Law) between the Members to ensure that the Consortium complies with the rules applicable to consortia pursuant to Clause 3.2.

1.6 Equity Structure of the Project Company

- 1.6.1 Each Bidder shall provide the equity structure of the Project Company to be formed to act as Concessionaire under the Concession Agreement. Such equity structure should be in the form of a chart showing percentages of shares of each shareholder.
- 1.6.2 Such equity structure shall comply with the equity structure set out in the Prequalification Application of each Bidder or, if amended after submission of the Prequalification Application, should comply with the requirements set forth at Clauses 3.1 and 3.2.

1.7 Updated versions of documents submitted at Prequalification

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Pursuant to Clause 3.1.1 (or Clause 3.1.2 if the prior authorization referred to in this Clause has been obtained), when applicable, each Bidder shall update and submit the updated version of any document submitted in the course of the Prequalification process in order to comply with the documentation requirements set forth at clause 5 of the Prequalification Application. This specifically applies (but is not limited to) to Bidders who have changed the composition of their Consortium or the proposed equity structure of the Project Company after they have submitted their Prequalification Application.

If the paragraph above does not apply, then a separate and unqualified certified statement from the Bidder (in the case of Consortium, of the Lead Member on behalf of the Bidder) stating that none of the changes contemplated in Clause 3.1.1 or 3.1.2 has occurred shall be included in the Legal Documents.

1.8 **Initialled Concession Agreement**

- 1.8.1 Each Bidder shall provide a copy of the Concession Agreement in the final form provided to the Bidders in accordance with the terms of these Instructions to Bidders, including the schedules, with each page thereof initialled by the Bidder. Such Concession Agreement shall contain no amendments or modifications whatsoever, save for those amendments to schedules which are required to be completed by each Bidder. Any inclusion of amendments or modifications shall result in the Bid being treated as non-responsive and rejected.
- 1.8.2 For the avoidance of doubt, it is expressly specified that the Bidders shall initial each page of the Concession Agreement as may be amended and/or revised according to Clause 4.5 and delivered to the Bidders as part of the Final Bidding Documents.

2. **TECHNICAL BID**

- 2.1 Each Bidder shall submit a technical bid the content of which is specified in Annex 5 (*Content of Technical Bid*) (the "**Technical Bid**") in the Technical Bid Envelope.
- 2.2 No price or cost information is to be included in the Technical Bid or any materials attached thereto. If any price or cost information is included, this could be considered as grounds to eliminate the Bid.

3. **FINANCIAL BID**

Each Bidder shall submit a financial bid in the Financial Bid Envelope consisting of the following documents, using the relevant forms indicated in this Section 3 of Annex 4:

- (i) **Bid Amount**, using the form in Annex 7-A (the "**Bid Amount Form**"). The amounts in the table set at Annex 7-A should be set in digits and words. The VGF disbursements amounts must be expressed in United States Dollars, set in digits and words, which shall be indicated up to two (2) decimal places. In the case of discrepancy, the amount in words will prevail.
- (ii) **Financial Model**, using the Microsoft Excel Template Financial Model referred to in Annex 7-B and provided by the Authority (the "**Financial Model**"), to be submitted only in electronic form in a CD-ROM or DVD-ROM, in Microsoft Excel format, showing all relevant formulas, with amounts stated in thousands of United States Dollars (except where explicitly stipulated) and expressed in nominal terms. Both the CD-ROM or DVD-ROM should contain two (2) versions of the Financial Model (one which is not editable and another which is editable) that should be signed with an electronic signature. A signed hard copy

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

of Annex 7-B should be pasted on the case or envelope containing the CD-ROM or DVD-ROM. The CD-ROM or DVD-ROM should also be signed by the authorized representative of the Bidder.

- (iii) **Indicative Financing Plan**, using the form in Annex 7-C (the "**Indicative Financing Plan**"), together with its required supporting documents including:
 - (a) Letter of certification from the chief executive officer or treasurer / controller of each company described as a shareholder of the Project Company detailing the proposed equity contributions in the Project Company;
 - (b) Non-binding support letter by each prospective debt provider;
 - (c) Letter of confirmation concerning any debt underwriting; and
 - (d) Details concerning any post-completion long-term financing.
- (iv) The Indicative Financing Plan must show that the Project Company can adequately fund the works required for the Project and still service its debt obligations, fulfill its covenants with its lenders, and realize a reasonable return on equity, with amounts stated in United States Dollars.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

FORM A - BID APPLICATION

Date: _____

Re: [name of the Project]

To: [name of the Authority]

Dear [Madam/Sir],

Having carefully examined the Bidding Documents, including the Annexes, the receipt of which is hereby acknowledged, and having satisfied ourselves with the nature and location of the works and services referenced above and the general and local conditions to be encountered in the performance thereof, we, the undersigned, offer to carry out all obligations of the Concessionaire under the Concession Agreement, in conformity with our Bid and the Bidding Documents.

We agree to abide by this Bid, which consists of the Legal Documents, the Technical Bid and the Financial Bid (each as defined in the Bidding Documents), which will remain valid during the entire Bid Validity Period as set forth in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

To the extent that any provision in our Bid conflicts with the terms and conditions of the Bidding Documents, such provision is hereby withdrawn.

If our Bid is accepted, we undertake to:

- (i) provide the Construction Security (as defined in the Concession Agreement) in the form, in the amount and within the times specified in the Concession Agreement;
- (ii) extend the original Bid Security Validity Period prior to submission of the Construction Security as may become necessary in accordance with Clause 8.8 of the Instructions to Bidders; and
- (iii) to finalize in good faith and execute the Concession Agreement without any reservation or limitation, in conformity with the Bidding Documents, as soon as possible after the Notification of Award.

Until a formal Concession Agreement is prepared and executed between us, our Bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding contract between us.

We understand that you are not bound to accept any Bid you may receive.

We acknowledge and agree that the Authority will not be responsible for any errors or omissions on our part in preparing this Bid, and we hereby irrevocably undertake to indemnify the Authority fully in connection therewith.

We are responsible for any and all costs, expenses and losses incurred in the preparation and submission of our Bid. The Government of Timor-Leste shall not be liable in any way to compensate us for any such costs, expenses or losses regardless of the outcome of the Bidding Process.

[signature]

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

In the capacity of _____ [position] of _____ [Bidder/Lead
Member in the case of a Consortium]

Authorized to sign this Bid Application for _____ [name of Bidder]

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

FORM B - BID SECURITY

LETTER OF GUARANTEE

WHEREAS, [**name of Bidder**] (hereinafter called the "**Bidder**") has submitted its bid (hereinafter called the "**Bid**") dated [**date**] for the Tibar Bay Port PPP Project, in accordance with the provisions of the Instructions to Bidders.

KNOW ALL PEOPLE by these presents that we [**name of Bank**] of [**name of country**] having our registered office at [**address**] (hereinafter called the "**Bank**") hereby unconditionally and irrevocably undertake to pay the Government of Timor-Leste represented by the Ministry of Finance and the Ministry of Transport and Communications (the "**Authority**") the sum of **Two Million (2,000,000)** in **US Dollars**, in accordance with the following terms:

We shall pay the Authority the due amount within fifteen (15) days from receipt of an official written request by the Authority and irrespective of any objection by the Bidder or any other party such amount or amounts as the Authority may demand not exceeding in the aggregate the above mentioned amount, namely **Two Million US Dollars (USD 2,000,000)**, by transfer to the Authority's account at any bank in the Democratic Republic of Timor-Leste or in any other manner acceptable to the Authority.

All payments made based on the Authority's demand shall be free and clear of, and without any present or future deduction for payment of, any taxes, levies, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

The undertakings contained in this guarantee constitute direct and fundamental obligations of the Bank and are unconditional and irrevocable. We shall not be excused from any or all of these obligations for any reason of whatever nature or source or any omission, act or proceeding by the Authority or by a third party which would excuse or discharge us from the obligations and liabilities stated in this guarantee.

This guarantee will remain in full force up to and including [*insert the calendar date which shall be thirteen (13) months after the Bid Submission Deadline*].

This guarantee shall be governed by and construed in accordance with the laws, regulations, decisions, rules and instructions of the Democratic Republic of Timor-Leste and any dispute with respect to this guarantee shall be resolved exclusively by the competent authorities in the Democratic Republic of Timor-Leste and according to the laws of the Democratic Republic of Timor-Leste.

The Bank

Authorized signatories

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

FORM C - POWER OF ATTORNEY

On this [*day*] day of [*month and year*]

Before me, the Notary in this office [*name of Notary/office*]

The undersigned:

Mr./Ms. [*name of legal/authorized representative*]

Duly authorized, in his/her capacity as [*capacity*] of [*name of Bidder/Consortium Member*]

Nationality: [●]

Holder of Passport or ID no. [●] issued by [●] dated [●]

Residing at [●]

hereafter the **Grantor**,

Hereby:

1. appoints Mr./Ms. [*name of representative*] in his capacity as _____ of [*name of Bidder/ Lead Member in the case of a Consortium*] (hereafter the "**Attorney**"), to:
 - (a) Execute under hand, or under seal, and deliver to the competent authorities all the documents listed in paragraph (d) below;
 - (b) Deliver and receive any document or instrument in relation to the following documents listed in paragraph (d) below; and
 - (c) Do all things necessary and incidental in respect of the matters set out herein including to do, execute and perform any other deed or act ought to be done executed or performed to perfect or otherwise give effect to the documents listed in paragraph (d) below;
 - (d) the documents concerned by this power of attorney being the following:

ALL DOCUMENTS IN RESPECT OF THE BIDDING PROCESS FOR TIBAR BAY PORT PPP PROJECT, AS MORE FULLY DESCRIBED IN THE INSTRUCTIONS TO BIDDERS DATED [●], AND INCLUDING WITHOUT LIMITATION THE BID FOR THE AFORESAID PROJECT, AND CLARIFICATIONS AND OTHER COMMUNICATIONS WITH THE COMPETENT AUTHORITIES OF TIMOR-LESTE IN RESPECT OF THE BID FOR THE AFORESAID PROJECT;

2. authorizes the Attorney to appoint others for all or part of the powers delegated by the present Power of Attorney.

IN WITNESS WHEREOF the Grantor has executed this Power of Attorney [**under seal**] on the date set out above.

[*SEAL*]

[*Signature*]

[**Name / Title of Grantor representative**]

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

FORM D - CONFLICT OF INTEREST STATEMENT

[Insert the date]

Re: [name of the Project]

To: [name of the Authority]

Dear [Madam/Sir],

We, the undersigned, are not aware of any conflict or potential conflict arising from prior or existing contract or relationship which could materially affect our capability to comply with our obligations under the Concession Agreement for the Project.

In particular, other than as disclosed below, we have no prior or existing contracts, negotiations or relationships with the Authority, its affiliates, representatives, advisors or consultants which could materially affect our capability to comply with our obligations under the Concession Agreement.

We disclose that the following transactions may be in conflict with the Project:

Name of Project	Date Started	Description of Conflict

Yours Sincerely,

[signature]

In the capacity of _____ [position]

Authorized to sign this Bid for _____ [name of Bidder]

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

ANNEX 5 - CONTENT OF TECHNICAL BID

The Technical Bid shall detail how the Bidder proposes to construct, equip, manage, operate, and market and develop the port facility and recruit and train its personnel. To that effect the Technical Bid shall contain a commercial business plan presented in a narrative form and supported by detailed estimates and projections in tabular form and complemented by suitable technical drawings and plans. Assumptions made shall be specified.

The Technical Bid shall comprise:

Commercial Business Plan

- a market analysis, including traffic forecast and marketing plan for the time horizon of the concession agreement:
 - Traffic forecasts shall specify the expected traffic volumes and vessel calls, including projected size, origin and frequency of vessels.
 - The marketing plan shall identify target markets, their size, and potential market share and describe the proposed marketing initiatives to acquire the targeted market share.

Conceptual Design

- a conceptual Port Facility layout in accordance with Annex 11 (*Technical Specifications*), section 3,
- conceptual design of the Port Facility's elements in accordance with Annex 11 (*Technical Specifications*), sections 5 to 8,

Time Schedule for Project Implementation

- a comprehensive schedule and phasing of activities prior to commencement of operation of Tibar Bay Port. The schedule shall identify potential bottlenecks and show the critical path. Commencement of operations shall not be later than June 2018. The schedule shall comprise without limitation
 - key elements of design, dredging and construction works;
 - acquisition of initial equipment, and
 - establishing management at the Port Facility and the timing for mobilising and training of staff;

Port Management and Operations Concept

- the operational planning over the time horizon of the Concession Agreement, including:
 - specification of all services planned to be provided by the Bidder at the Port Facility during the Concession Period, including an indication whether these services will be

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

provided directly by the Bidder or by subcontractors; subcontractors should be named;

- schedule of the employment and allocation of personnel; this shall include details of staffing specifying the proposed management structure, the number of personnel engaged in different functions, and their training. The schedule shall also outline the intended labour deployment policies, covering shift patterns, hours worked per week, flexible rostering, overtime, and similar policies.
- investment schedule for all major Equipment according to Annex 11 (*Technical Specifications*), sections 9 and 11 and Annex 12 (*Minimum Service and Equipment Investment Requirements*), specifying number, type, main characteristics, and capacity of the Equipment. Ability to meet the Minimum Service Requirements as per Annex 12 (*Minimum Service and Equipment Investment Requirements*) must be demonstrated.
- installation programme for all other planned facilities (including but not limited to reefer racks, fresh water supply lines) specifying number, type, main characteristics and capacity of the facilities.
- outline maintenance plan showing a systematic approach for the regular maintenance of the Port Facility, all Equipment and systems deployed as per Annex 11 (*Technical Specifications*), section 13.
- programme for the installation of appropriate IT systems in accordance with Annex 11 (*Technical Specifications*), section 12.

Local Development Plan

- a local development plan which includes the following:
 - enhancement of industry and business capability in Timor-Leste
 - commitment to create employment opportunities for Timor-Leste citizens in both the construction and operation phases of the Project including:
 - number of jobs expected to be filled by Timor-Leste citizens
 - description of these roles
 - timing and timeframe for the duration of the role
 - level of skills and technology transfer, including apprenticeships and other training activities or programs supported by the bidder
 - regional and district development opportunities, including practical initiatives to address socioeconomic development priorities of communities in the vicinity of Tibar Bay
 - arrangements for consultation with local stakeholders

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Selected projections and programs shall be summarized and presented in tables as described in the following. Tables shall be prepared on a year-to-year basis and shall cover the entire Concession Period (as defined in the Concession Agreement) if not instructed otherwise. All key assumptions shall be shown with the tables. The contents of the tables are:

Table 1: Cargo Forecast

Projected cargo volume (moves over quay) divided as follows:

- containers broken up by type, size, export / import / transshipment, and full / empty
- general cargo broken up by type (cement, project cargo, vehicles, other cargo).

Table 2: Forecast of Vessel Calls

Projected vessel calls broken up by categories as follows:

- Container vessels by capacity as follows
 - 500 TEU
 - 501 - 800 TEU
 - 801 - 1,200 TEU
 - 1,201 - 2,000 TEU
 - 2,001 - 4,500 TEU
 - Above 4,500 TEU
- General Cargo Vessels

Table 3: Staffing and Training Schedule

The staffing and training program shall be broken up by the following categories of employees:

- Management
- Finance and administration
- Marine services
- Cargo operations
- Maintenance technicians and workers
- Security, safety, health and environment

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- Other staff

The schedule shall also specify the numbers of full time and casual employees.

Table 4: Equipment Investment Plan

Major items of Equipment planned to be acquired during the Concession Period shall be listed in conjunction with expected throughput levels, showing separately, if applicable

- Ship-to-Shore (STS) cranes
- Mobile harbour cranes
- Yard cranes
- Horizontal transport equipment
- Reach stackers
- Empty container handlers
- Forklift trucks
- Tug boats
- Pilot boats

The format of the above set of tables shall facilitate comparability of bids. This list of tables is not exhaustive. Bidders shall to use additional tables to demonstrate the rational of their technical business plan.

Main Terms of Project Agreements

- For each agreement falling into one or more of the categories of agreements listed below and which has a material incidence on the preparation and/or implementation of the Project, a contract summary describing:
 - the parties and any relationship between the parties between each party and the Project Company or a Bidder;
 - duration; and
 - other key terms of the agreements, to the exception of any financial information, including without limitation prices and liquidated damages.

If one agreement falls into more than one category then it shall be documented under the category which is the most relevant given the nature of such agreement.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- A single flowchart (or several, if a single flowchart would be impracticable) visually relating each of the contracts (for which a summary has been prepared) with the Bidder (if the Bidder is a Consortium, then with each member of the Consortium) and/or the Project Company.

Categories of agreements to be described:

- Agreements relating to the provision of design, architectural or engineering services;
- Engineering, procurement and construction ("EPC") contracts;
- Agreements relating to the provision of construction, construction planning and/or construction supervision services;
- Agreements relating to the provision of construction materials and/or major construction equipment; and
- Agreements relating to the sub-contracting of all or any part of the operation and/or management ("O&M") of the Project.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

ANNEX 6 - TECHNICAL BID EVALUATION

The evaluation methodology and criteria are presented below.

Technical Criteria

Each bid will be assessed against the five criteria below. A bid which is assessed as meeting the requirements for a criterion will be given a score of 20 for that criterion. A bid which is assessed as not meeting the requirements for a criterion will be given a score of 0. The total technical score will be the sum of the individual scores for each of the five criteria.

The criteria are as follows:

1. Port Facility Layout
2. Quality of Conceptual Design
3. Time Schedule for Project Implementation
4. Port Management and Operations Concept
5. Local Development Plan

The subcriteria and scoring reference points below will guide the assessment.

The total score that must be achieved by each Bidder is 100.

1. Port Facility Layout

Subcriteria	Scoring Reference Points
Suitability of Layout	<ul style="list-style-type: none">■ Minimisation of land use (including environmental impacts)■ Adequacy of phasing of facility development■ Compliance with international container and break bulk cargo handling practices■ Appropriateness of gate complex capacity■ Suitability and sufficiency of storage facilities■ Adequacy of traffic management concept■ Adequacy of tug and pilot boat berthing and on-shore facilities■ Proof of concept i.e. ability to achieve or exceed the Minimum Service Requirements by presentation of underlying assumptions

2. Quality of Conceptual Design

Subcriteria	Scoring Reference Points
Dredging and Navigational Aids	Compliance with the following technical specifications (Annex 11 (<i>Technical Specifications</i>)): <ul style="list-style-type: none">■ General: Relevant Design Parameters as per section 4.3■ Earth works: section 5■ Aids to navigation: section 8

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Quay Wall	<p>Compliance with the following technical specifications (Annex 11 (<i>Technical Specifications</i>)):</p> <ul style="list-style-type: none"> ■ General: Adherence to relevant Design Parameters as per section ■ Adherence to basic Technical Parameter as detailed in section 6.1 ■ Provision of all elements to allow for fully functional container and general cargo handling services in accordance with section 6.2 and 6.3
Buildings and Pavement	<p>Compliance with the following technical specifications (Annex 11 (<i>Technical Specifications</i>))</p> <ul style="list-style-type: none"> ■ General: Relevant Design Parameters as per section 4.3 ■ Buildings and Facilities: section 7.3 ■ Pavement: section 7.1
Utilities	<ul style="list-style-type: none"> ■ Compliance with relevant Design Parameters as per section 4.3 and specifications as per section 7.2 of the Technical Specifications (Annex 11 (<i>Technical Specifications</i>))

3. Time Schedule for Project Implementation

Subcriteria	Scoring Reference Points
Construction Works	<ul style="list-style-type: none"> ■ Completeness of construction implementation schedule showing dependencies between construction activities ■ Identification of bottlenecks ■ Solutions to overcome bottlenecks ■ Analysis of critical path ■ Suitability of schedule to meet the Service Commencement Date (as defined in the Concession Agreement)
Initial Equipment Acquisition	<ul style="list-style-type: none"> ■ Completeness of equipment acquisition schedule ■ Identification of bottlenecks ■ Solutions to overcome bottlenecks ■ Analysis of critical path
Management and Staffing	<ul style="list-style-type: none"> ■ Completeness of mobilization schedule ■ Identification of bottlenecks ■ Solutions to overcome bottlenecks ■ Analysis of critical path

4. Port Management and Operations Concept

Subcriteria	Scoring Reference Points
Range of Services to be Provided	<ul style="list-style-type: none"> ■ Suitability of planned services to support competitiveness of port ■ Adequacy of sub-contracting concept, if any ■ Reputation of proposed subcontractors, if any
Employment and Training Schedule	<ul style="list-style-type: none"> ■ Consistency of proposed management structure ■ Sufficiency of personnel foreseen in different functions ■ Identification of training needs ■ Suitability of training schedule

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Investment Schedule Marine Equipment	<ul style="list-style-type: none"> ■ Completeness of equipment acquisition schedule ■ Suitability of proposed types of equipment vis-à-vis section 11 of the Technical Specifications (Annex 11 (<i>Technical Specifications</i>)) ■ Adequacy of timing of investment in accordance with vessel forecast and Minimum Service Requirements
Investment Schedule Cargo handling Equipment	<ul style="list-style-type: none"> ■ Completeness of equipment acquisition schedule ■ Suitability of proposed types of equipment vis-à-vis section 9 of the Technical Specifications (Annex 11 (<i>Technical Specifications</i>)) ■ Adequacy of timing of investment in accordance with vessel forecast and Minimum Service Requirements
Installation of Other Facilities	<ul style="list-style-type: none"> ■ Suitability of planned facilities to support competitiveness of port ■ Incorporation of environmental measures in the design ■ Consistency of facilities with expected cargo and vessel traffic
Maintenance Policy	<ul style="list-style-type: none"> ■ Compliance with section 13 of the Technical Specifications (Annex 11 (<i>Technical Specifications</i>))
IT/EDP Concept	<ul style="list-style-type: none"> ■ Compliance with section 12 of the Technical Specifications (Annex 11 (<i>Technical Specifications</i>))

5. Local Development Plan

Subcriteria	Scoring Reference Points
Business and employment	<ul style="list-style-type: none"> ■ Creation of opportunities for Timorese citizens to be employed in the construction and operation phases ■ Creation of opportunities for Timorese firms to be involved as subcontractors in the project
Training	<ul style="list-style-type: none"> ■ Level of skills and technology transfer, including apprenticeships and other training activities or programs supported by the bidder
Local Development	<ul style="list-style-type: none"> ■ regional and district development opportunities, including practical initiatives to address socioeconomic development priorities of communities in the vicinity of Tibar Bay, Timor Leste
Consultation	<ul style="list-style-type: none"> ■ Consultation arrangements for key stakeholders

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

ANNEX 7-A - BID AMOUNT FORM

Date: _____

Re: [name of the Project]

To: [name of the Authority]

Dear [Madam/Sir],

Having carefully examined the Bidding Documents, including the Annexes, the receipt of which is hereby acknowledged, and having satisfied ourselves with the nature and location of the works and services referenced above and the general and local conditions to be encountered in the performance thereof, we, the undersigned, would like to present our Bid Amount as follows:

VGF SCHEDULE			
Milestone #	Detail of Milestone Completed	Date	VGF Disbursement Amount (USD)

Yours Sincerely,

[signature]

In the capacity of _____ [position]

Authorized to sign this Bid for _____ [name of Bidder]

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

ANNEX 7-B – FINANCIAL MODEL

This Annex 7-B includes the Microsoft Excel file named "Tibar Bay PPP –Instructions to Bidders – Annex 7-B – Template Financial Model.xls" (the "**Template Financial Model**") that has been prepared to assist the Bidders in the preparation of the Financial Model for the Project.

Bidders must use the Template Financial Model to prepare their Financial Model for the Project.

Bidders must submit their Financial Model in the form of the Template Financial Model, in Microsoft Excel format, showing all relevant formulas, with amounts stated in thousands of United States Dollars (except where explicitly stipulated) and expressed in nominal terms, for each year from 2015 to 2046. Bidders must provide two versions, one which is not editable and another which is editable.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

ANNEX 7-C – INDICATIVE FINANCING PLAN

The Indicative Financing Plan provided by the Bidder will describe the sources of funds and the terms of financing for both debt and equity as applicable for implementing the Project. For the avoidance of doubt, shareholder loans will be treated as equity provided that they are subordinated to all other debt. The Bidder will provide details on the financing sources as outlined in the below Table 1. The financing should be consistent with what is presented in Section 1 of the Financial Model, and in an amount sufficient to cover all estimated Project costs.

Financing will be in the form of Viability Gap Funding and private financing that must be in the form of equity and debt. At least thirty percent (30%) of the total private financing, inclusive of contingencies, must be in the form of equity and the remainder in debt or subordinated debt.

Table 1

1. SOURCES OF FUNDS		
Items / Sources	Type of Source <i>For Equity only: please indicate the form of equity support: subscription to share capital in the Project Company, shareholder's loan or any other form of quasi equity.</i>	Amount (USD)
1.1 <u>Total Project Costs</u>		
1.2 <u>Viability Gap Funding</u>		
1.3 <u>Equity</u> <ul style="list-style-type: none"> • Lead Member Name: _____ • (Member of Consortium) Name: _____ • (Member of Consortium) Name: _____ • Contractor/Supplier Name: _____ • Contractor/Supplier Name: _____ • Other sources (specify) Name: _____ <p>Total Equity :</p>		
1.4 <u>Debt Financing</u> <ul style="list-style-type: none"> • Export Credit Agencies (List individually) Export Credit Agency 1 Name: _____ Export Credit Agency 2 Name: _____ Export Credit Agency 3 Name: _____ 		

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

<p style="margin-left: 40px;"><i>Export Credit Agency 4</i> Name: _____</p> <ul style="list-style-type: none"> • Commercial Sources (List individually) <i>Commercial Source 1</i> Name: _____ <li style="margin-left: 20px;"><i>Commercial Source 2</i> Name: _____ <li style="margin-left: 20px;"><i>Commercial Source 3</i> Name: _____ • Multilateral Sources (List individually) <i>Multilateral Source 1</i> Name: _____ <li style="margin-left: 20px;"><i>Multilateral Source 2</i> Name: _____ • Other Sources (List individually) <i>Other Source 1</i> Name: _____ <p>Total Debt :</p>	
--	--

2 DOCUMENTATION

In support of the Indicative Financing Plan provided above, the following documentation is to be provided :

- 2.1 A letter of certification by the chief executive officer or treasurer / controller of each company described as a shareholder of the Project Company verifying that the company will provide the amount of equity stated in Section 1.3 of Table 1 at the relevant time, and describing any other type of support (parent guarantee or other security) that the company will provide to Project Company;
- 2.2 Non-binding support letter by each prospective debt provider listed in Section 1.4 of Table 1 evidencing that such lender is interested in providing financing in the Project;
- 2.3 If the Bidder has obtained an underwriting for all or part of the debt amount, a letter from the financing institution of such undertaking shall be provided; and
- 2.4 If the Bidder plans to have financing for the Project at a later date (e.g. after completion of the civil works; after completion of the service commencement date, etc.), details of financing arrangements prior to the long-term financing being effective shall be provided.

Note: If necessary, Bidders may provide for a separate document or annexes for their Financial Model and/or Indicative Financing Plan.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

ANNEX 8 - FINANCIAL BID EVALUATION

1. PRELIMINARY CRITERIA

Each Financial Bid will first be evaluated according to the methodology and preliminary criteria presented below.

Each Financial Bid shall comply with each of the seventeen (17) criteria presented below.

Preliminary Criteria:

1. The Financial Bid is complete and includes a Bid Amount Form, a Financial Model and a Indicative Financing Plan in the forms set out respectively in Annex 7-A, Annex 7-B and Annex 7-C, and includes all the side documents as set out under each Annex;

Bid Amount Form

2. The VGF Schedule must not be longer than three (3) years;
3. The first VGF Disbursement shall be requested on the completion of the "Detailed Design" as described in Annex 11 (Technical Specifications) and mobilization of the resources and staff necessary for the dredging and land reclamation works (as detailed in Annex 11 (*Technical Specifications*)) for an amount which shall be equal to [*to be discussed with bidders*] per cent (X%) of the sum of the total VGF Disbursements requested;
4. VGF Disbursement shall be requested on completion of the "Dredging and Land Reclamation" works as described in Annex 11 (*Technical Specifications*). The VGF Disbursement amount at completion of "Dredging and Land Reclamation" works must be equal to [*to be discussed with bidders*] per cent (X%) of the sum of the total VGF Disbursements requested;
5. VGF Disbursement shall be requested on completion of the "Quay Walls" as described in Annex 11 (*Technical Specifications*). The VGF Disbursement amount at completion of the "Quay Walls" must be equal to [*to be discussed with bidders*] per cent (XX%) of the sum of the total VGF Disbursements requested;
6. VGF Disbursement shall be requested on the "Service Commencement Date" as this term is defined in the Concession Agreement. The VGF Disbursement amount at the "Service Commencement Date" must be equal to [*to be discussed with bidders*] per cent (XX%) of the sum of the total VGF Disbursements requested.
7. VGF Disbursement shall be requested on [*additional milestones to be discussed with bidders*].

Financial Model

8. The amount of Total Funding Sources stated in the Project Uses and Sources spreadsheet of the Financial Model must be at least equal to the amount of Total Project Uses stated in this same spreadsheet of the Financial Model.
9. The Traffic Forecasts stated in the Key Operating Assumptions spreadsheet of the Financial Model must be aligned with the ones provided in Table 1 and Table 2 of the Technical Bid.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

10. The Debt Service Coverage Ratio calculated in the Debt spreadsheet of the Financial Model must be equal or above 1.30x at all times.
11. The sum of Total Assets stated in the Balance Sheet spreadsheet of the Financial Model must be an amount equal at all times to the sum of Total Liabilities and Shareholder's Equity.
12. The Leverage Ratio calculated in the Balance Sheet spreadsheet of the Financial Model must be equal or below 0.70x at all times.
13. The Cash Balance stated in the Cash Flow Statement spreadsheet of the Financial Model must be an amount equal to nil or positive at all time.

Indicative Financing Plan

14. Each of the amounts of equity stated in Section 1.3 of Table 1 is supported by a letter of from the chief executive officer or treasurer / controller of each company described as a shareholder of the Project Company verifying that the company will provide such amount of equity.
15. Each of the amounts of debt stated in Section 1.4 of Table 2 is supported by a non-binding support letter or, if applicable, an underwriting undertaking letter by the relevant prospective debt provider evidencing that such lender is interested in providing financing in the Project.
16. The Indicative Financing Plan is consistent with the equity structure of the Project Company provided pursuant to Section 1.6 of Annex 4.
17. The Indicative Financing Plan is consistent with Section 1 of the Financial Model.

For the avoidance of doubt, failure by the Bidder to include in its Bid any of the information necessary to assess such Bidder's Financial Bid under the criteria set out above will result in such Bidder's Financial Bid being rejected.

Each Financial Bid that has complied with the seventeen (17) criteria above will be ranked against other Financial Bids that have also complied such criteria according to the methodology presented in Section 2 below. Each Financial Bid that has not complied with the seventeen (17) criteria above will be rejected by the PET and such Bid shall not be considered further for evaluation.

For the purpose of this Section 1:

- (a) "**VGF Schedule**" means the schedule setting out the succession in time of all the VGF Disbursements, which is to be presented as a table and contained in the Financial Bid Form; and
- (b) "**VGF Disbursement**" means a disbursement of part of the Viability Gap Funding to the Concessionaire to be made according to the VGF Schedule.

2. **SCORING OF FINANCIAL BIDS PASSING THE PRELIMINARY CRITERIA**

For the purpose of this Section 2, the "**Total VGF**" will be calculated as the total of the VGF Disbursements requested.

The PET will screen the Financial Bids contained in the Financial Bid Envelopes opened and the Bidder with the lowest Total VGF will be given a financial score (Sf) of 100 points.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

The Financial Bids of the other Bidders will be given financial scores (Sf) according to the following formula:

$$Sf = 100 \times Fm/F$$

In which:

"**Sf**" is the financial score;

"**Fm**" is the Total VGF proposed by the Bidder with the lowest Total VGF; and

"**F**" the Total VGF proposed by the Bidder under consideration

Each Bidder will then be given a combined technical and financial score (S) using the following formula:

$$S = St \times T\% + Sf \times P\%$$

In which:

"**S**" is the combined technical and financial score;

"**T**" is equal to 80;

"**P**" is equal to 20;

"**St**" is the total technical score given by the PET to the Bidder under consideration pursuant to Annex 6; and

"**Sf**" is the financial score given to the Bidder under consideration.

The PET will then rank the Bidders according to their combined technical and financial score (from the highest to the lowest).

3. PREFERRED BIDDER

The Bidder who has received the highest combined technical and financial score under Section 2 above shall be declared Preferred Bidder.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

ANNEX 9 - CONFIDENTIALITY UNDERTAKING FORM

CONFIDENTIALITY UNDERTAKING RELATING TO THE TIBAR BAY PORT PPP PROJECT, TIMOR-LESTE

WHEREAS:

- (A) On [*insert the date of the Invitation for Bids*], the Government of Timor-Leste, represented by the Ministry of Transport and Communications and the Ministry of Finance (the "**Authority** ") issued an invitation to submit bids (the "**Invitation for Bids**") in respect of the Tibar Bay Port PPP Project, Timor-Leste (the "**Project**").
- (B) The Authority may disclose (whether in writing or orally or by any other means and whether directly or indirectly) to [*insert details of the Bidder*] (the "**Bidder**") information relating to the Project, including, but not limited to, material of a technical, financial, technological, geological, surveying, operational, administrative, economic, planning, business, financial or legal nature or in the nature of intellectual property of any kind or relating to the property, assets, business, plans or proposals of the Authority that is commercially sensitive or of a confidential nature or which the Authority regards as its property (all such information being referred to as "**Confidential Information**").
- (C) In consideration of the provision of Confidential Information by the Authority, the Bidder undertakes to keep it strictly confidential.

NOW, THEREFORE, THIS CONFIDENTIALITY UNDERTAKING WITNESSES AS FOLLOWS:

1. In this Confidentiality Undertaking, where the context permits, a reference to a "person" includes a reference to a body corporate, association, partnership or individual.
2. The Bidder hereby agrees and warrants that, as from the date of this Confidentiality Undertaking until its third (3rd) anniversary, to the extent it receives Confidential Information, the Bidder shall, and will procure that its affiliates, controlling and related persons and agents (collectively, the "**Representatives**") shall: (a) keep and maintain all Confidential Information strictly confidential; (b) protect all Confidential Information against theft, damage, loss and unauthorised access (including access by electronic means); (c) disclose such Confidential Information (if at all) only to its controlling persons, its attorneys and professional advisors, and to such employees who have a reasonable need to know such Confidential Information (subject in each case to such person's agreement to make no further disclosure), or as may be required by law; (d) use such Confidential Information solely for the purpose of determining whether to enter into a contract for the implementation of the Project; and (e) in case of abandonment of the Project, whether by the Bidder or the Authority, promptly upon request of the Authority return such Confidential Information (and all copies thereof) to the Authority or destroy it (if expressly requested), provided that such returning or destroying of the Confidential Information shall not relieve the Bidder from its duties, obligations or responsibilities under this Confidentiality Undertaking.
3. Confidential Information does not include, however, information which (a) is in the public domain at the time of disclosure to the Bidder or any of its Representatives or which comes into the public domain after disclosure to the Bidder or any of its Representatives other than by reason of any breach of the terms of this Confidentiality Undertaking by the Bidder or any of its Representatives; or (b) the Bidder can show by written evidence to the reasonable satisfaction of the Authority that the information has been lawfully disclosed to it or any of its Representatives on a non-confidential basis by

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

a third party who is not otherwise bound by a confidentiality agreement with the Authority, or is not otherwise prohibited from transmitting the information in question.

4. The Authority makes no representations or warranties, express nor implied, as to the Confidential Information, including, without limitation, any representation or warranty relating to its accuracy, completeness or reasonableness, and shall have no liability for any direct, indirect or consequential loss or damage to any person resulting from the use of any Confidential Information by the Bidder or any of its Representatives. This Confidentiality Undertaking does not obligate the Bidder to enter into any contract to implement the Project.
5. Without prejudice to any other rights or remedies that the Authority may have, the Bidder acknowledges and agrees that the Authority might be irreparably and continually harmed by a breach of the provisions of this Confidentiality Undertaking and that damages alone may not be an adequate remedy for any breach of the provisions of this Confidentiality Undertaking. The Bidder agrees to indemnify and hold harmless the Authority from and against any losses, claims, damages or liabilities incurred by it as a result of, or arising out of, any such breach. In addition, if the Bidder becomes aware of any such breach (whether by the Bidder or any of its Representatives) the Bidder will promptly notify the Authority in writing.
6. No failure or delay by the Authority in exercising any right, power or privilege under this Confidentiality Undertaking will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any further exercise of any right, power or privilege hereunder or otherwise.
7. This Confidentiality Undertaking shall be binding upon the Bidder, its Representatives, successors and assigns, and shall inure to the benefit of and be enforceable by the Authority and its representatives, successors and assigns.
8. The provisions of this letter will be severable in the event that any of the provisions in this Confidentiality Undertaking are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions will remain enforceable to the full extent permitted by law.
9. This Confidentiality Undertaking shall be governed by and construed in accordance with the laws of Timor-Leste and the courts of Dili shall have the exclusive jurisdiction with respect of this Confidentiality Undertaking.

IN WITNESS WHEREOF, the Bidder has caused this Confidentiality Undertaking to be executed by its duly authorized representative as of *[insert date]*.

THE BIDDER, represented by:

[insert name and title of representative]

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

ANNEX 10 - DATA ROOM RULES AND PROCEDURES

The Data Room Rules and Procedures are communicated to Bidders as a separate attachment.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

ANNEX 11 - TECHNICAL SPECIFICATIONS

This Annex is an extract of a draft version of an appendix contained in the draft Concession Agreement.

It is communicated to the Bidders for information purposes only and on a temporary basis, pending Bidder consultations and communication of the draft Concession Agreement.

The Authority reserves all rights to amend or modify the corresponding provisions of the Concession Agreement. Bidders are therefore asked to consider this document for information only, and to refer to the latest draft of the Concession Agreement as will be communicated by the Authority for the purposes of finalizing their Bid.

Upon communication of the draft Concession Agreement to the Bidders, all references to Annex 11 contained in these instructions to Bidders will automatically become references to Appendix 3 of the draft Concession Agreement.

In the case there is any discrepancy between this Annex 11 and the corresponding provision of the latest draft of the Concession Agreement as communicated by the Authority to the Bidders:

- the Authority shall not be bound to consider that any part of a Bidders' Bid based on this Annex 11 is compliant with the requirements of these Instructions to Bidders, including without limitation for the purposes of evaluating such Bid; and
- the Bidders shall bear any risk relating to reliance on this Annex 11.

The capitalized terms contained in this Annex 11 refer to terms defined in the draft Concession Agreement. A list of these terms will not be provided and for more details on the meaning of these terms, Bidders are asked to await communication of the draft Concession Agreement and refer to such document when it is communicated.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

TABLE OF CONTENTS

1	SCOPE OF WORKS	61
1.1	GENERAL REQUIREMENTS	61
1.2	SCOPE OF DESIGN SERVICES.....	61
1.3	SCOPE OF CONSTRUCTION WORKS	62
1.4	SCOPE OF EQUIPMENT PROCUREMENT	63
2	ADDITIONAL INVESTIGATIONS.....	64
3	PORT FACILITY LAYOUT	64
4	CIVIL AND MARINE WORKS	65
4.1	TECHNICAL STANDARDS AND REGULATIONS.....	65
4.2	DESIGN DOCUMENTS SUBMISSION AND APPROVAL	66
4.3	DESIGN PARAMETERS.....	69
5	EARTHWORKS	73
5.1	GENERAL.....	73
5.2	DREDGING.....	73
5.3	LAND RECLAMATION	75
5.4	SOIL IMPROVEMENT	76
5.5	GROUND SETTLEMENT.....	76
5.6	SCOUR AND SLOPE PROTECTION.....	76
6	QUAY WALL.....	78
6.1	QUAY WALL DIMENSIONS	78
6.2	QUAY-WALL DESIGN.....	78
6.3	QUAY FURNITURE.....	79
7	ON-SHORE FACILITIES	81
7.1	PAVEMENT AND ROADS.....	81
7.2	UTILITIES.....	82
7.3	BUILDINGS & FACILITIES.....	86
8	AIDS TO NAVIGATION.....	87
8.1	STANDARDS AND REGULATIONS	87
8.2	SECTOR LIGHTS AND LATERAL BUOYS.....	87
9	CARGO HANDLING EQUIPMENT	88
9.1	SHIP-TO-SHORE (STS) CRANE.....	88
9.2	MOBILE HARBOUR CRANE	90
9.3	RUBBER TYRED GANTRY CRANE	91
9.4	TERMINAL TRACTOR	92
9.5	TERMINAL TRAILER	93
9.6	REACH STACKER.....	94

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

9.7	EMPTY CONTAINER HANDLER.....	96
9.8	2.5 T FORKLIFT TRUCK.....	97
10	AUXILIARY EQUIPMENT.....	98
11	MARINE EQUIPMENT	98
11.1	TUG BOAT	98
11.2	PILOT BOAT	99
12	TERMINAL ICT / EDP	100
12.1	GENERAL REQUIREMENTS	100
12.2	FUNCTIONAL REQUIREMENTS	101
12.3	INTERFACE REQUIREMENTS	101
12.4	TECHNICAL REQUIREMENTS	101
12.5	HARDWARE AND INFRASTRUCTURE REQUIREMENTS.....	102
12.6	PROJECT MANAGEMENT REQUIREMENTS	102
12.7	TERMINAL IT OPERATIONS AND STRATEGY	102
13	MAINTENANCE AND REPAIRS.....	102

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

1 SCOPE OF WORKS

1.1 General Requirements

The services and the works described hereunder include:

- (a) Procurement / execution of design services;
- (b) Obtaining of planning permission and construction of the Port Facility, including access channel and harbour with navigational aids, quay walls, dredging and reclamation works, terminal yards, buildings, utilities and equipment to make the Port Facility a fully functional and operational maritime port; and
- (c) Selection and procurement of suitable cargo handling and auxiliary equipment, as well as marine crafts for the safe and efficient operations of the Port Facility.

The services and works described hereunder shall (i) integrate, as relevant, the mitigation measures defined in the EIA, (ii) follow the EHS Guidelines, and (iii) take into consideration Good Industry Practice identified in the EIA.

1.2 Scope of Design Services

The execution of design services shall include preparation of all design documents required to undertake the design of the Port Facility and to obtain all the required Permits. The design services shall be phased as follows:

Design Services Phasing	Scope
Preliminary Design	Preliminary design shall provide a further refinement of the proposed concept to facilitate testing by the Independent Engineer/Grantor, including regulatory approval. This must provide sufficient information for the communication of the design to a third party for marketing or consultation purposes. It shall include a detailed layout of the planned Port Facility, including a phasing concept.
Planning and Operation Permission	Based on the preliminary design (approved by the Independent Engineer/Grantor), the Concessionaire shall be required to obtain the planning and operation permission for the Port Facility.
Final Design	Final design is the phase where the scope of each component in the design is clearly defined and co-ordinated. Final design shall provide sufficient information for the Independent Engineer/Grantor to clearly understand the aesthetics and functionality of each structure, facility, equipment, building, and internal spaces.
Detailed Design	Based on the final design (approved by the Independent Engineer/Grantor), the Concessionaire shall elaborate the detailed design

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

for execution and workshop drawings.

1.3 Scope of Construction Works

The scope of construction works includes the removal of the existing structures within the Concession Area, execution of dredging works, reclamation works, construction of new quay wall, terminal yard, utilities and so on to provide a fully functional and operational container and general cargo port at Tibar Bay. The scope of construction works shall include, but shall not be limited to, the following main items:

- (a) Design of all required construction works,
- (b) Clearance of the site (on- and offshore) before commencement of works from waste, scrap, debris, vegetation, existing structures, etc.,
- (c) Earthworks:
 - Soil investigations,
 - Dredging works for access channel and soil replacement in reclamation areas, if required,
 - Reclamation of land areas from the sea to provide the terminal yard area,
 - Scour protection in front of the new quay wall, if required,
 - Slope protection for reclaimed area,
 - Soil improvement (if any),
 - Surcharge / preloading of reclaimed areas,
 - General civil works,
- (d) Quay wall construction:
 - Construction of approximately 630 m new quay,
 - Installation of crane rails for the quay wall and other quay wall furniture, such as bollards, fenders, safety ladders, etc.,
 - Crane rails, utilities, etc.
- (e) Terminal yard infrastructure and utility works, including interface to existing services and utilities:
 - Surface water drainage system,
 - Potable water network,
 - Fire fighting system,
 - Sewage system,

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- Electrical network system and electrical equipment,
- Data & Communication networks,
- Cable duct bank system,

The design shall be prepared for the whole and fully functional system, including connection to the external networks, if any.

- (f) Surface construction and road markings,
- (g) Buildings and facilities:
- Operating and auxiliary facilities, such as administration buildings, offices for public authorities and services as required, container freight stations, if required, workshops, warehouses, gates, firefighting station, if required, amenity buildings, transformer buildings, power house / power generation,
 - Lighting poles,
 - Fences,
 - Barriers,
 - Turnstiles,
 - Weighbridges,
 - Water towers, if required,
- (h) Aids to navigation.

1.4 Scope of Equipment Procurement

Equipment procurement shall include all mobile equipment afloat and ashore for the safe, secure and efficient operations of the Port Facility. It shall also include provision of a state of the art port ICT system, including hard-and software.

The Concessionaire shall procure, install and maintain the following types of equipment (without limitation):

- (a) Cargo Handling Equipment, such as:
- Mobile Harbour Crane,
 - Ship-to-Shore Gantry Cranes,
 - Rubber Tyred Gantry Cranes,
 - Reach Stackers,
 - Empty Container Handlers,

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- Terminal Tractors and Trailers, and
 - Forklift Trucks,
- (b) Auxiliary Equipment such as terminal cars, busses, tank lorry and workshop equipment, and
- (c) Marine Equipment, such as Tug Boats and Pilot Boats.

The Concessionaire shall ensure that the above equipment is suitable for the specific climatic, environmental and economic conditions of Timor-Leste.

2 ADDITIONAL INVESTIGATIONS

The Concessionaire shall evaluate all existing data of previous investigations for the construction of the new quay and the landside utilities and shall, if necessary, carry out all new investigations, if it considers that available information is not sufficient.

3 PORT FACILITY LAYOUT

The Concessionaire shall provide a binding Port Facility layout as part of their Business Plan which will form part of the Concession Agreement.

The Concessionaire shall ensure that the Port Facility layout meets, without limitation, the following conditions:

- (a) Minimisation of land use,
- (b) Phasing of facility development,
- (c) Compliance with international container and break bulk cargo handling standards,
- (d) Adequacy of gate complex capacity ensuring all queuing and parking can be provided on the terminal without any interference with passing national road,
- (e) Suitable and sufficient storage for projected cargo types and volumes, especially full and empty containers, container freight station, reefer container storage, appropriate buffer storage for bagged cement and rice, and storage for imported vehicles and project cargo. Storage area layout and dimensioning must be according to capacity calculation,
- (f) Adequate pavement design for full and empty container storage, general cargo and vehicles storage, project cargo storage, and port roads,
- (g) Traffic management concept, including traffic separation of cargo types and traffic circulation,
- (h) Tug and pilot boat berthing and on-shore facilities,
- (i) Compliance with stakeholder requirements, which shall include but not be limited to customs and the port authority,
- (j) Minimisation of Port Facility environmental and social impacts and risks on surrounding areas and Affected Communities,

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- (k) Integration of the mitigation measures identified in the EIA and relevant to the layout, and
- (l) Proof of concept, i.e. ability to achieve or exceed the Minimum Service Requirements.

4 CIVIL AND MARINE WORKS

4.1 Technical Standards and Regulations

The Concessionaire shall prepare the design documents in accordance with Applicable Law and Good Industry Practice, including the below international, European and German standards for the design of maritime structures, effective on the Execution Date, to be used as minimum design standards :

- (a) EN 1990: Basis of structural design
- (b) EN 1991: (Eurocode 1) Actions on structures
- (c) EN 1992: (Eurocode 2) Design of concrete structures
- (d) EN 1993: (Eurocode 3) Design of steel structures
- (e) EN 1994: (Eurocode 4) Design of composite steel and concrete structures
- (f) EN 1997: (Eurocode 7) Geotechnical design
- (g) EN 1998: (Eurocode 8) Design of structures for earthquake resistance
- (h) EN 10080:2005: Steel for the reinforcement of concrete
- (i) EN 206-1: Concrete – Part 1: Specification, performance, production and conformity
- (j) "EAU 2004", "Recommendations of the Committee for Waterfront Structures, Harbours and Waterways"
- (k) PIANC guidelines – World Association for Waterborne Transport Infrastructure.

The Concessionaire shall be entitled to use equivalent Australian, Japanese or American standards and codes, subject to the prior authorization of the Independent Engineer/Grantor.

The Concessionaire shall take into account the following standards for generalities, load analysis, any static calculations of quay walls, mooring and fendering system:

- (a) BS 5400: British Standard for steel, concrete and composite bridges
- (b) ROM 0.2-90: Maritime Works Recommendations – Actions in the design of maritime and harbour works
- (c) ROM 05-94: Geotechnical Recommendations for the design of maritime and harbour works
- (d) International Code for seismic loads.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

4.2 Design Documents Submission and Approval

4.2.1 Design Programme

The Concessionaire shall submit the design documents, including drawings and other supporting documents, in the form of design packages.

The Concessionaire shall prepare a schedule of the design package submission (hereafter the "**Design Programme**"). The Design Programme shall provide for technical submissions to different Government Entities' authorities at the various stages. The Concessionaire shall make its own enquiries concerning the durations of these procedures and shall be responsible for managing the approval process.

The Design Programme shall be approved by the Independent Engineer/Grantor and shall be phased, in accordance with Permits, and in consideration of the time needed for the proper examination and approval by the Independent Engineer/Grantor. On receipt of the Independent Engineer's/Grantor's approval, the Concessionaire shall apply for the necessary Permits, or shall, as the case may be, prepare complete submissions allowing the Grantor to apply for necessary Permits.

4.2.2 Construction Specifications

The Concessionaire shall submit the construction specifications as part of the design documents.

The construction specifications shall be specific to the construction works designed by the Concessionaire. The construction specifications shall also be consistent with the documentation necessary for the construction permit and the approval of the concerned authorities.

The construction specifications shall be in full accordance with Applicable Law, Permits and Good Industry Practice. The construction specifications shall include explicit references to standards used.

The construction specifications shall establish a level of quality for the construction works consistent with Good Industry Practice, as it is used in the European Union, Australia or USA.

The construction specifications shall be divided into separate parts covering all aspects of the temporary and permanent works.

4.2.3 Drawings and Calculations

4.2.3.1 Calculations

The Concessionaire shall include in the design calculations and reflect on the drawings the following, without limitation:

- (a) The governing design criteria such as design life, exposure conditions and seismic categories;
- (b) Standards used in the design and execution;

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- (c) Vessel, container crane and vehicle loads;
- (d) Information about concrete, including strength classes, exposure classes, design life, etc.;
- (e) Additional information about concrete mixture, if necessary, type of cement, consistency, maximum water- cement ratio, air content, maximum aggregate size, additives, etc.;
- (f) Information about reinforcing steel, including type, strength, ductility and fabricating restrictions (re-bending, welding etc.), proof stress and relaxation properties for pre-stressing steel;
- (g) All dimensions of the structure, including necessary detailing of tendons, joints, bearings etc.;
- (h) Arrangement and placing of bars, including quantity, diameter, spacing, length, position in elevation and plan, bending radius, location of laps and anchorage length, placement of injection and airing tubes for post-tensioning ducts, supports for tendons;
- (i) Concrete cover to reinforcement;
- (j) Permissible tolerances for all elements - reinforcing, pre-stressing tendons, structural elements, concrete cover, etc.;
- (k) Cross reference to reinforcement schedule and monitoring programs;
- (l) Information about setting out points (coordinates);
- (m) For pile foundations the bearing capacity, size, layout and numbering of the piles;
- (n) Stability calculations at all phases of the construction, including the stability of the completed works;
- (o) Calculations for the sea bed improvement / filling surcharge, and projections for the long term settlements after 1, 5, 10 years and the ultimate maximum settlement;
- (p) Necessary expansion joints in plan and section, including length, levels, mounting dimensions, position for anchorages and movement diagram to establish back clearance;
- (q) Curing procedures for each element of the structure;
- (r) Assembly instructions for bearings due to temperature variations at the time of installation;
- (s) Construction joints including position, design, and when necessary also casting sequences;
- (t) Service ducts and access provision, protection of access location for future accessibility; and
- (u) Any other calculations or substantiation which the Grantor or the Independent Engineer may request.

If the design indicates pre-stressing the following additional data shall be provided:

- (a) Stressing sequence;

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- (b) Minimum concrete strength before stressing;
- (c) Calculated values for pre-stressing force, elongation, wedge draw-in and tolerances for these values;
- (d) Modulus of elasticity for the pre-stressing steel; and
- (e) Coefficient of friction and allowance for unintentional angular displacement of tendons.

Calculations shall be typed in double spaced format with a clear and detailed index. All formulas and code clauses relied on shall be referenced in the text.

4.2.3.2 Detailed Design Drawings

The Concessionaire shall prepare all detailed design drawings necessary to construct the Port Facility. All drawings shall be submitted to the Independent Engineer/Grantor for approval at least sixty (60) days prior the programmed start of construction of the relevant element of the construction works.

Drawings scales shall be:

- (a) General Arrangement Drawings, scales 1:500 and 1:100;
- (b) Dimension Drawings, scale 1:100 or 1:50;
- (c) Reinforcement Drawings, scale 1: 100, 1:50 longitudinally, with 1:5 or 1:10 transversely, if needed for clarity;
- (d) Construction Details, cross sections, scale 1:20 or 1:10 or 1:5.

Drawings shall show relevant chainages, natural ground levels, sea levels, new construction, design levels and all other features, such as positions of bollards, fenders, crane rails, utility chambers, etc. Cross sections shall be generated at a maximum of 25 m intervals in order to identify variations in the sea bed improvement works or changes in the construction details.

The detailed design shall be executed on an advanced CAD system in conjunction with digital topographic survey.

4.2.4 Design Review

The Concessionaire shall ensure that all drawings and associated technical memoranda forming part of the design documents are signed by appropriately licensed designers, and are reviewed and certified.

4.2.5 Design of Temporary Works

The Concessionaire shall ensure that all temporary works are covered by a valid design approval, which shall be submitted to the Independent Engineer/Grantor at least fourteen (14) days prior to the programmed start of construction of the relevant element of the temporary works. If the temporary works are changed during construction, the as-built temporary works must be covered by a new temporary works design approval.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

4.2.6 Copies

All design documents, including design submissions, calculations, drawings and supporting documents, shall be submitted in one (1) original and four (4) copies. The submissions of the design documents shall be accompanied by indexes and drawings lists showing the documents unique reference number, date and revision number.

4.2.7 Electronic Data

The Concessionaire shall provide electronic copies of all drawings and documents, including the models used to generate drawings in a format approved by the Independent Engineer/Grantor.

4.3 Design Parameters

4.3.1 Seismic Conditions

4.3.2 For all design and construction works peak ground acceleration (PGA) of at least 0.24 g has to be considered.

Reference Level All project levels shall refer to Chart Datum (CD).

4.3.3 Design Working Life

General design working life for the structures of the **new quay** shall be **at least 60 years**.

Minimum design working life for general structures shall be as follows:

Design Working Life Category	Design Working Life (years)	Examples
1	10	Temporary structures (1)
3	25	Agricultural and similar structures
4	50	Building structures and other common structures
5	100	Monumental building structures, bridges, and other civil engineering structures

(1) Structures or parts of structures that can be dismantled with a view to being re-used should not be considered as temporary.

The Concessionaire shall ensure that the design working life for **pavement** is **at least 25 years**. Pavement design shall be determined in consideration of expected traffic loads for various areas.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

4.3.4 Design Vessel

Parameter	Unit	Container Ship
Overall length	m	280
Beam	m	42.8
Carrying capacity	dwt	90,000
Displacement	t	120,000
Max. Draught	m	14.5
Container Capacity	TEU	7,000

4.3.5 Nominal and Design Depths for Quay Wall Construction

Water Level	Depth
CD +0.00 m	Lowest Astronomical Tide
-14.50 m	Maximum draught of vessel
-0.50 m	Under keel clearance
CD -15.00 m	Nominal depth
-0.50 m	Dredging tolerance*
-1.50 m	Scour allowance*
CD -17.00 m	Design depth*

* Depending on chosen quay construction and scour protection measures dredging tolerance and scour allowance might be reduced. Reduction shall be approved by the Independent Engineer/Grantor.

Dredging works can be done in phases. Initial and final depths of the harbour and access channel are defined in section 5.1.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

4.3.6 Design Loads and Actions

For **local impacts of flotsam** following single forces shall be used:

- (a) For stiff constructions (e.g. piles, concrete walls): 100 kN
- (b) For flexible constructions (e.g. ladders): 30 kN

Partial safety factors for the impacts of flotsam shall be taken as for the exceptional load case.

General life loads shall be considered on top of finished ground level/pavement as follows:

- (a) 60 kN/m² - uniform distributed life load at quay apron, due to the use of a mobile harbour crane
- (b) 60 kN/m² - uniform distributed life load at container stacking area

Crane Loads for **Ship-To-Shore (STS) Crane** shall be as follows:

Geometry:

- (a) Crane rail span: 30.48 m
- (b) Distance from centre of waterside rail to quay wall's edge: 2.50 m – 3.00 m

Vertical linear distributed wheel load:

- (a) In service: 550 kN/m
- (b) Out of service: 650 kN/m (waterside crane rail), and 460 kN/m (landside crane rail)

Only one rail shall receive full load, while the other one shall be considered with 20% of the full load.

Horizontal load:

- (a) Perpendicular 10% of vertical load
- (b) Longitudinal 15% of vertical load of braked wheel

The Concessionaire shall ensure that three cranes can operate buffer to buffer.

Suitable other dimensions/loads might be used subject to the prior approval of the Independent Engineer/Grantor.

The Concessionaire shall ensure that the **Mobile Harbour Crane** has 45 t lifting capacity at working short radius of 9 m and a maximum radius of 32 m. The following crane loads shall be considered:

- (a) Minimum outrigger load (32 m): 180 kN (hook operation on ropes)
- (b) Maximum outrigger load (9 m): 450 kN (hook operation on ropes)

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

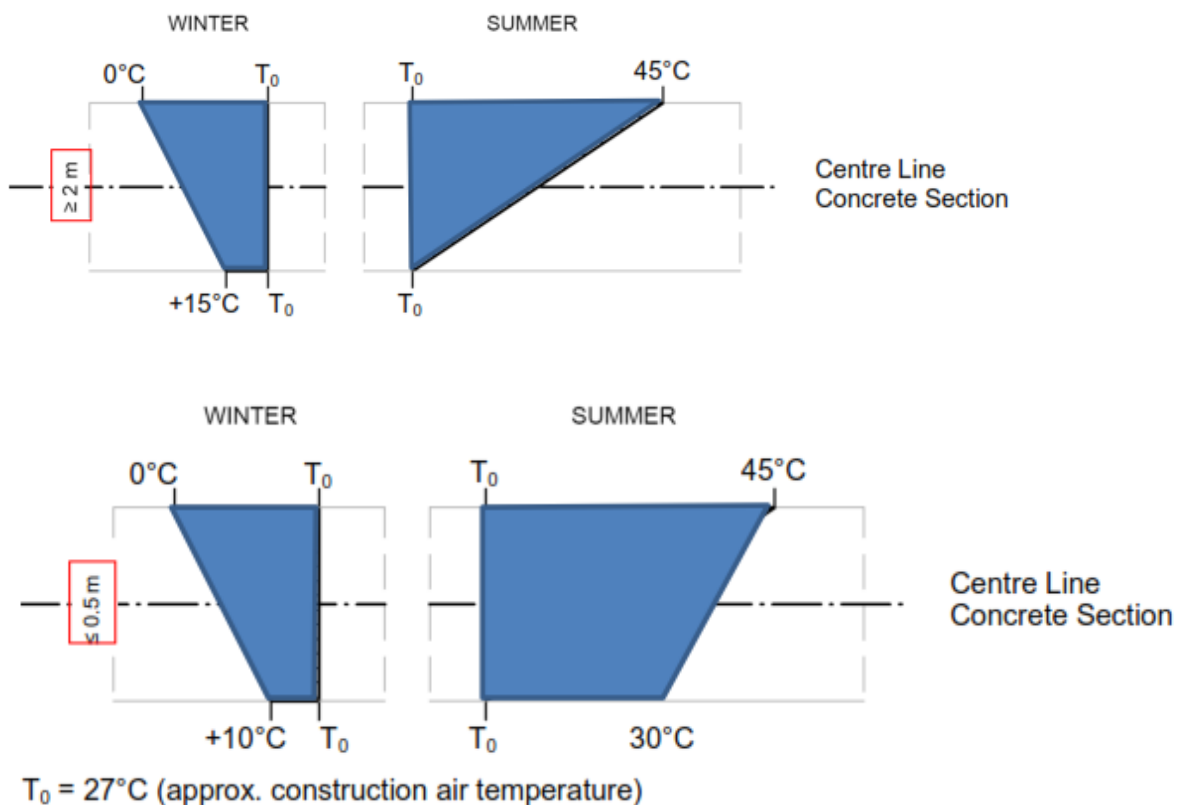
- (c) Uniformly distributed load: 13.6 kN/m²
- (d) Maximum load per tyre: 52 kN
- (e) Dynamic amplification factor of f_{dyn} : 1.2 used for design of concrete runway

Suitable other dimensions/loads might be used subject to the prior approval of the Independent Engineer/Grantor.

For **Reach Stacker** operations the dynamic amplification factor $f_{dyn} = 1.10$ shall be used for the design of concrete runways.

Calculation of constraint forces shall consider the following **differences of temperatures**. For cross sections with a height between 0.5 m and 2.0 m the values shall be interpolated.

Temperatures to Be Considered for Constraint Forces



For monolithic structures, hydration energy and resulting temperature gradients shall be considered for the design of reinforced concrete sections. The Concessionaire shall perform tests including monitoring of temperature curve within concrete at samples after the concrete mix is finalized. Depending on the temperature during hydration and the correlation to the concrete strength the temperature T_0 might be adjusted.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

5 EARTHWORKS

5.1 General

The Concessionaire shall carry out all earthworks in accordance with grades, elevations, dimensions, depths, widths and permissible deviations and heights indicated in this Appendix 3 (*Technical Specifications*). Earthworks shall comprise dredging works, land reclamation works, scour and slope protection, soil improvement and ground settlement works.

5.2 Dredging

Dredging works shall comprise the dredging of an approach channel, a turning circle and inner basin, and berth pockets, as per following sketch. The Concessionaire shall ensure that all dredging works comply with the following minimum dimensions:

- (a) Width of access channel: 200 m,
- (b) Diameter of turning circle cum harbour basin: 600 m, and
- (c) Minimum distance between turning circle and quay wall: 120 m.

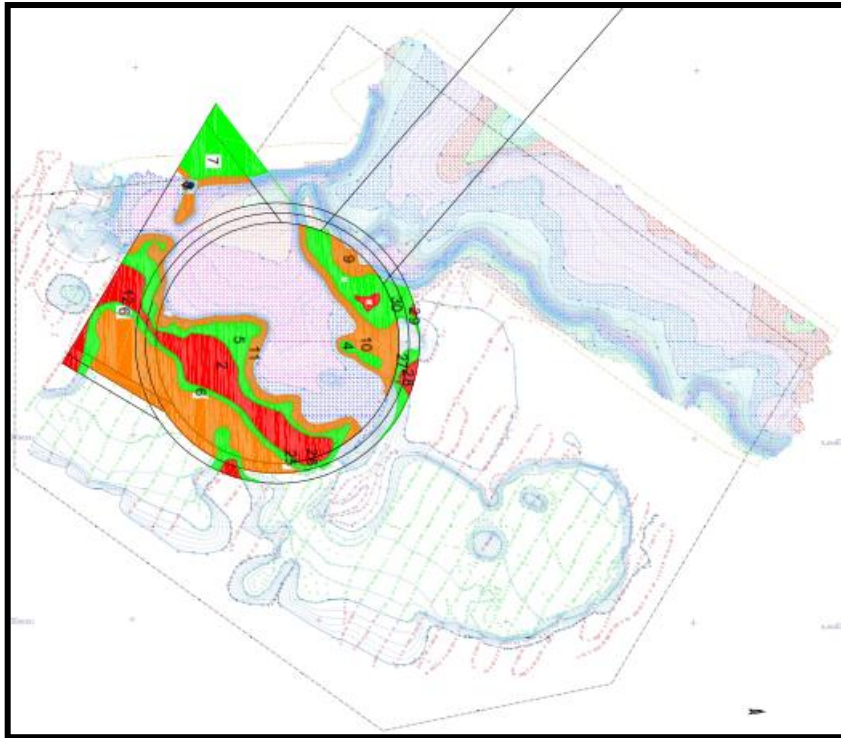
The Concessionaire shall ensure that the initial available water depth for the above mentioned harbour areas is of **-15.0 m CD**.

The initial available water depth shall be deepened to **-16.0 m CD** when regular Container Liner Services make at least twenty-six (26) calls per year at the Port Facility with vessels requiring this water depth.

Dredging works shall also comprise mining of material for land reclamation for the Port Facility on the South Western shoreline of Tibar Bay.

Dredging Sketch

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT



Dredging works shall include supply, fabrication and installation of materials required, the provision of all labour, plant and equipment, and the control of the proper execution and completion of the works.

The Concessionaire shall install an automatic tide gauge related to CD and shall determine all tidal levels during dredging operations with reference to this gauge.

The Concessionaire shall select the appropriate dredging equipment that shall meet the capacity and the quality requirements of the dredging works, method of loading and transport of materials, and method of disposal and disposal grounds.

Notwithstanding existing evidence of the nature of materials given in available surveys and studies, the Concessionaire shall only rely on its own soil investigations as to the adequacy of its dredging plant and rates for dealing with the materials encountered and any variations in the nature of said materials.

All rocks, boulders, wrecks and all other objects encountered during the dredging works shall be lifted, removed and disposed off-site by the Concessionaire.

The Concessionaire shall use its best endeavours to dredge to the least possible depth below the dredged levels given. Dredging tolerances shall be as follows:

Dredging Tolerances

Area	Vertical	Horizontal
	Above design	Below design

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Area	Vertical		Horizontal
	depth	depth	
	[mm]	[mm]	[mm]
General dredging in navigational areas	+0	-600	+/-2,500
Next to existing structures	+0	-600	+/- 700
Pre-treated rock areas	+0	-700	+/-2,500
For soil replacement in reclamation areas	+0	-1,000	+/-2,500

Suitable dredged materials shall be used for the reclamation works to be performed under the Agreement. Any excess dredged materials (not used for reclamation purposes) shall be placed in a suitable disposal area off-shore. The Concessionaire may be required to hand over any such excess material to the Grantor to be used for other projects around Dili.

The dredging works shall comply with all requirements of the EIA and Dredging Management Plan, Applicable Law, Permits and Good Industry Practice. The Concessionaire shall apply any appropriate measures to decrease the impact of the dredging works on water quality, fish migration, spawning places and fish nutrition and shall reduce turbidity resulting from dredging, discharging and dumping to minimum.

5.3 Land Reclamation

The land area of the Port Facility shall be reclaimed to a level of at least **+4.8 m CD**, including pavement.

Land reclamation works include (i) supply, fabrication and installation of all required materials, (ii) provision of all labour, plant and equipment, and (iii) control of the proper execution and completion of the works.

The Concessionaire shall only use suitable dredged material for land reclamation purposes, which means that only sand and gravels with less than 15% of fines shall be used. To comply with this requirement, the Concessionaire shall provide for certain selection of the dredging materials and shall avoid the use of material from silty fine sand layers.

Reclaimed materials shall be compacted by vibratory rollers or impact compacters in order to achieve 95% Modified Proctor Density in the upper layer. Reclaimed materials under sea level shall be compacted by vibro-compaction to achieve a density to guarantee a safety factor against liquefaction (earthquake effect on soils).

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

5.4 Soil Improvement

The Concessionaire shall undertake any soil improvement measures that may be required in order to accelerate settlements in the reclamation area. The soil improvement measures implementation shall depend on:

- (a) Soil type, fines content,
- (b) Soil properties (strength, compressibility, hydraulic conductivity),
- (c) Area and depth of treatment,
- (d) Expected loads,
- (e) Settlement criteria,
- (f) Availability of skills, equipment, materials, and
- (g) Economics.

The soil improvement measures shall be studied and designed in detail by the Concessionaire. An adequate phasing of the soil improvement works shall be planned, in order to have available areas within the Port Facility for the different construction steps in due time.

5.5 Ground Settlement

If the reclamation material and the soil at the reclaimed area are mostly composed of cohesive soils, this area will be exposed to settlements. The Concessionaire shall estimate the settlements in detail in order to apply the required corrective measures and to avoid damages due to settlements in the designed structures.

Duration and extent of the consolidation process shall be analysed before taking decisions on foundations, pavement types and project implementation timeline. After the determination of such parameters, the Concessionaire shall decide whether these ground settlements are acceptable and shall indicate the way they affect the construction of the Port Facility. The Concessionaire shall take an informed decision in this respect.

5.6 Scour and Slope Protection

The Concessionaire shall provide scour and slope protections.

Scour and slope protection works shall include supply, fabrication and installation of required materials, provision of all labour, plant and equipment, and control of the proper execution and completion of the works.

The slope protection under the deck of the quay wall shall be formed by different rock layers on a geotextile. If such rock layers cannot be supplied from dredging, the Concessionaire shall select the source or sources of quarry rock winning and shall be responsible for quarrying, supply and transport to the site of suitable rock in sufficient quantity for the scour and slope protection. The Concessionaire shall determine the most suitable mode of delivery of rock materials from the

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

proposed quarry to the site, including type of plants, means of transportation and methods to be used.

The slope protection shall consist of following elements¹:

- (a) Primary (protection) layer,
- (b) Secondary (cushioning/filter) layer,
- (c) Impermeable lining or geotextile, and
- (d) Levelling layer.

The Concessionaire shall use the following general materials:

Rock	Bulk Density [t/m ³]	Rock	Bulk Density [t/m ³]
Granit	2.5-2.8	Syenite	2.6-2.9
Diorit	2.6-3.1	Quartzite	2.6-2.8
Gabbro	2.8-3.2	Limestone	2.3-2.7
Rhyolite	2.3-2.8	Gneiss	2.6-2.8
Andesite	2.4-3.1	Marble	2.7-2.8
Basalt	2.5-3.1	Serpentinite	2.5-2.6

Classification requirements are:

¹ Not all of these elements are required in every situation.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

	Class designation	ELL	NLL	NUL	EUL	M_{em}	
	Passing requirements kg	< 5% kg	< 10% kg	> 70% kg	> 97% kg	lower limit kg	upper limit kg
Heavy	10 000-15 000	6500	10 000	15 000	22 500	12 000	13 000
	6000-10 000	4000	6000	10 000	15 000	7500	8500
	3000-6000	2000	3000	6000	9000	4200	4800
	1000-3000	700	1000	3000	4500	1700	2100
	300-1000	200	300	1000	1500	540	690

	Class designation	ELL	NLL	NUL	EUL	M_{em}	
	Passing requirements kg	< 2% kg	< 10% kg	> 70% kg	> 97% kg	lower limit kg	upper limit kg
Light	60-300	30	60	300	450	130	190
	10-60	2	10	60	120	20	35
	40-200	15	40	200	300	80	120
	5-40	1.5	5	40	80	10	20
	15-300 *	3	15	300	450	45	135

	Class designation	ELL	NLL	NUL	EUL	M_{em}	
	Passing requirements mm	< 5% mm	< 15% mm	> 90% mm	> 98% mm	< 50% mm	
Coarse	45/125	22.4	45	125	180	63	
	63/180	31.5	63	180	250	90	
	90/250	45	90	250	360	125	
	45/180 **	22.4	45	180	250	63	
	90/180 ***	45	90 ***	180 ***	250	NA	

The Concessionaire shall plan the scour and slope protection works in such a manner as to avoid the exposure of vulnerable portions of completed structures to the risks of damages when waves of maximum energy may be expected. The Concessionaire shall at his own cost protect the underlayers of the revetment already in place with suitably sized armour units, if the construction work is temporarily suspended.

6 QUAY WALL

6.1 Quay Wall Dimensions

Item	Dimension
Elevation / deck level (m CD)	+4.80
Quay length (m)	630.00

6.2 Quay-Wall Design

Design of the quay wall shall include:

- (a) Geotechnical analysis, including geotechnical stability and anticipated settlements;
- (b) A functional design of the quay to accommodate the design vessels, including quay layout (top level, alignment, furniture configuration) and location;
- (c) Design of mooring and fendering system;

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- (d) Structural design, including foundation, superstructure and bottom protection;
- (e) Design of system and elements to support and operate ship-to-shore cranes and other possible equipment.

The quay wall shall have all characteristics and be provided with all elements to allow for fully functional container and the general cargo handling services. These elements include, but are not limited to:

- (a) Complete mooring and anchoring system for vessels: fenders and bollards, as detailed in the following sections 6.3.1 and 6.3.2.
- (b) Ship-to-shore crane rails in accordance with crane supplier's requirements,
- (c) Locking pits and jacking points for securing cranes during storm events in accordance with max. number of gantry cranes to be installed,
- (d) Buffer stops for cranes at edges of quay wall,
- (e) Crane cable channel with cover,
- (f) Turn-over pits and power connection for the STS cranes,
- (g) Safety ladders at the quay wall front,
- (h) Water connection for fire-fighting purposes,
- (i) Potable water connections for vessel supply,
- (j) Life belts / life buoys,
- (k) Adequate road marking of the apron area to delimitate different areas, and
- (l) Quality requirements on the quay wall surface are:
 - (i) Even surface level with no excessive depressions (maximum 10 mm when tested with a 3 m straight edge),
 - (ii) Brushed surface to provide good skid resistance, and
 - (iii) Smooth slope to the seaside for water evacuation purposes.

6.3 Quay Furniture

6.3.1 Fenders

The Concessionaire shall ensure that the design of fendering shall comply with the PIANC Report of Working Group 33 "Guidelines for the Design of Fender Systems: 2002". The arrangement, size, type and detail of the fenders shall be carefully considered and determined such that:

- (a) The vessel (largest and smallest) shall not hit any other structure during impact under all possible berthing operations under specified or normal conditions;

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- (b) The fenders shall have sufficient lengths to cater for the safe berthing of vessels fully loaded or unloaded and under extreme tidal conditions with adequate tolerances to cater for wave, vessel roll, etc; and
- (c) Rated fender reaction shall consider small and large vessels energy absorption and allowable ship hull pressure ($< 200 \text{ kN/m}^2$).

6.3.2 Mooring Points (Bollards)

The quay wall shall include mooring points, in the form of bollards, along the whole length of the quay wall, appropriate to the structure of the quay and the design vessels. The bollards shall be staghorn (sloping lobe) type and shall be of sufficient height to accommodate the required mooring lines.

The Concessionaire shall ensure that the bollards are suitable for working loads of 2,000 kN (200 tons) and be capable of resisting the designated pull when operating with a breaking mooring line at the highest level, and other lines at lower levels operating at approximately 50% of the breaking load. They shall be designed to a minimum factor of safety of 2 (FS = 2).

The anchorage design shall give due consideration to the mooring line pull operating through a horizontal range of 180 degrees and at any angle in the vertical plane from the horizontal to 45 degrees above the horizontal.

The spacing between bollards shall be not more than 30 m.

6.3.3 Ship-To-Shore (STS) Crane Rail System

Crane rails shall be designed to withstand the loads transmitted by the STS cranes and shall allow the cranes to move along the whole length of the quay wall.

The crane rail system shall consist of:

- (a) Continuously welded rail,
- (b) Flexible resilient pad bearing between rail and sole plate,
- (c) Steel sole plate, drilled to suit the bolting requirements and with suitable attachments to permit fine adjustments for levelling,
- (d) High strength pourable non-shrinkage grout,
- (e) Fastening system, to hold the rail in place on the sole plate and secure it against surge along its length, sideways and uplift forces, and
- (f) Earthing.

The finished rail tolerances shall be in accordance with the F.E.M. 1.001, 3rd Edition [F.E.M. Fédération Européenne de la Manutention, Section I, Heavy Lifting Appliances, Booklet 8, Test Loads and Tolerances], but shall be subject to confirmation by the crane supplier. It shall be assumed as follows:

- (a) Maximum variation for required cross level differences: 4 mm,

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- (b) Maximum gradient: 1:1000,
- (c) Maximum deviation from required rail level: ± 2 mm,
- (d) Gauge tolerance: ± 5 mm,
- (e) Maximum deviation from straight line: 1 mm in 2 m, and
- (f) Maximum deviation from required rail line: ± 3 mm.

To lock the crane against horizontal movement in a storm event locking pits shall be provided to arrest the crane against sliding on the rail. Jacking pits shall be provided as support points for the locked crane. Locking pits and jacking points shall be cast in during quay wall concrete works. The locking pits shall include a drainage pipe. A minimum of one (1) set locking pit/jacking points per STS Crane shall be installed.

At each end of the crane rails, adequate buffer stops shall be installed.

The crane cable protection system shall consist of a special reinforced rubber belt and preformed stainless steel channel designed to protect the power cables while allowing crossing of vehicular traffic. The stainless steel cable channel shall be formed by pre-fabricated interlocking channel sections to facilitate installation and each channel section shall be electrically connected to the other along sides with copper grounding strips. The channel shall be shaped to provide a recess for the slot cover thus ensuring protection of its edges.

Drainage points shall be provided every 50 m.

The channel cover shall be a high quality flexible rubber steel cord and nylon reinforced for heavy traffic loading. It shall possess sufficient longitudinal flexibility to allow the cover to be lifted into the vertical position or have an opening angle of 90° . It shall be resistant to mechanical and abrasive wear and also weather and corrosion resistant in view of the marine environment.

6.3.4 Safety Ladders

Ladders shall be provided at recesses in the quay wall front with a maximum spacing of 100 m, for emergency purposes. The upper part of the ladder shall be installed in the recess and the lower part is to be installed on a fixing frame. Design step load shall be minimum 2 kN. An additional horizontal load at the structural worst case point of the ladder of 30 kN shall be considered for strokes to consider floating debris within the harbour basin from every direction.

7 ON-SHORE FACILITIES

7.1 Pavement and Roads

The Concessionaire shall ensure that the pavement and base layers are strong enough to withstand the loads from container and other cargo stacking and traffic. The pavement shall be flexible and easy to repair in cases of damages and local settlements. Construction of base layer shall be in compliance with Applicable Law, Permits and Good Industry Practice.

RTGs shall operate on suitable reinforced concrete beams.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Pavement of gate area, parking spaces and terminal roads outside the storage areas can be lighter, which shall be subject of the detailed design to be provided by the Concessionaire.

Port Facility roads shall be provided with:

- (a) Traffic signs,
- (b) Safety barriers to storage areas,
- (c) Road marking,
- (d) Elevated curbed footpaths,
- (e) Drainage works with precast concrete ducts, and
- (f) Other road furniture, required for operation.

At areas, where substances hazardous to water, like oil, fuel, or detergents are used (e.g. mechanical workshop area and container washing areas), a pavement sealed against fluids shall be implemented.

7.2 Utilities

7.2.1 Surface Water Drainage

For the purpose of adequate design and dimensioning of the drainage system, the Concessionaire shall acquire suitable data on maximum daily/hourly rainfall.

The design shall be prepared for the whole system, including drainage structures on quay wall, connection points from the open container storage areas and discharge structure in accordance with Applicable Law, Permits and Good Industry Practice.

Storm water from the Port Facility areas, roads and stockpile areas shall be collected. To achieve a proper discharge, a cross gradient of at least 2 % shall be applied. In paved areas, precast concrete open ducts (covered ducts, where roads etc. shall be crossed) shall be arranged that are connected to the manholes of the storm water system located near the outlet structures.

Discharge in these precast concrete ducts shall be hydraulically calculated with the Gauckler–Manning–Strickler formula for open channel flow.

After separation of solid substances in sand traps and sedimentation basins, storm water from terminal and traffic areas shall be discharged in the harbour basins, if not requested differently by environmental regulations.

In areas where fuels and light liquids are handled (e.g. mechanical workshop area), and where necessary due to environmental requirements, sufficiently dimensioned coalescence separators with integrated mud separator and a subsequent monitoring and sampling manhole shall be installed before connected to the general drainage system. The coalescence separator shall be connected to a sewage water treatment plant.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

7.2.2 Sewage Water System

The design shall be prepared for the whole system, including connection points from the open container storage areas, discharge structure and a treatment plant in accordance with Applicable Law, Permits and Good Industry Practice.

All buildings have to be connected to the sewage network. Dimension of waste water treatment plant shall be sufficient to treat the accumulation of sewage water from all terminal facilities.

Sewage water shall flow through gravity flow and pressure pipes (depending on distances to be covered) towards the waste water treatment plant. Treated water shall be discharged directly into the sea by an outlet.

In areas where detergents are handled (e.g. container washing area), a coalescence separator with integrated mud separator and a subsequent monitor and sampling manhole shall be installed before connected to the general sewage system.

7.2.3 Potable Water

Potable water shall be supplied to the berths (for bunkering), any toilet facilities, and to any other building or structure requiring it. The design shall be prepared for the whole system, including connection to the external network, if available, or a water supply well, in accordance with Applicable Law, Permits and Good Industry Practice. The Concessionaire shall provide connections for future expansion areas, if any.

Water demand of all facilities has to be determined by the Concessionaire during the design phase in accordance with Good Industry Practice. The potable water system, the corresponding water storage building and water storage tanks shall be designed in detail in the final design and submitted for approval to the Independent Engineer/Grantor.

Potable water shall be stored in a water storage tank.

The potable water system shall be rated to cover a maximum pressure head of 10 bar within the system. Pressure head at supply point shall be 4 bar at maximum.

In order to prevent contamination of potable water within the system, the largest consumer shall be located at the end of the potable water main pipeline to guarantee constant circulation of potable water. Dead ends shall be reasonably prevented. If, for any reasons, dead ends cannot be prevented a flush and cleaning facility shall be arranged to flush the pipelines in regular intervals.

Water shall be pumped into the system with centrifugal pumps located inside the water storage building.

7.2.4 Fire Fighting System

The design shall be prepared for the whole system, including connection to a seawater pumping station, etc. in accordance with Applicable Law, Permits and Good Industry Practice. The firefighting system shall cover the whole Port Facility area, including all terminal facilities. The

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

system should be extendable for future extension areas. Additional pumping stations shall be built, if required by the extension of the network.

Seawater drawn from a special pumping station with submersible borehole pumps shall feed the fire fighting system. The whole fire fighting system, including all devices and equipment, has to be seawater resistant.

The number and location of under floor and stand post hydrants and hose connections shall be determined by the Concessionaire for approval by the Independent Engineer/Grantor, but shall not be spaced further apart than 90 m or more than 45 m from a dead end.

The whole system shall stay flooded under a constant pressure head in order to detect leaks within the system and for reasons of quick availability of firefighting water in case of fire.

The firefighting system shall be dimensioned to cover a maximum pressure head within potable water system of 16 bar. Pressure head at supply point shall be 5 bar at maximum.

7.2.5 Electrical Network and Power Supply Equipment

The design for electrical energy supply to the entire Port Facility shall be prepared for the whole system in accordance with the Applicable Law, Permits, Good Industry Practice, and the general design criteria described in this section.

The final design of the Port Facility shall provide the final requirements for the electrical system.

The scope of work includes without limitations:

- (a) Medium voltage main substation;
- (b) Medium voltage / low voltage substations in the Port Facility area;
- (c) Medium voltage network;
- (d) Low voltage network;
- (e) Low voltage infrastructure distribution cabinets;
- (f) Backup power plant;
- (g) Control system (SCADA / BMS);
- (h) Fence security system;
- (i) CCTV system ;
- (j) Telecommunication and data network;
- (k) Wireless data network; and
- (l) Grounding and lightning protection system.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

The Concession Area shall be fed from the national grid with 33 kV, 50 Hz cable systems to a main substation of the Port Facility. The interfaces between the Port Facility and local utility providers shall be clarified by the Concessionaire on time.

The Port Facility shall be equipped with a medium voltage distribution network. The system shall originate from the main Port Facility substation and connect the different medium voltage substations at the Concession Area. A number of customized low voltage substations shall be installed next to the consumers and loads. The network shall be designed as a loop system.

The substations (walk-in) shall be type-tested units built with reinforced concrete sections. The buildings shall be arranged with raised floor to provide easy cable installation. Alternatively a cable cellar with concrete construction could be designed.

The **33 kV** and **medium voltage switchgears** shall be factory-assembled type tested and gas insulated units. Together all medium voltage switchgear units form the main distribution system of the Concession Area. A proper control system shall be provided. The switch settings, the alarm errors and the power measurements have to implement to that control system.

Low voltage networks shall be designed to supply the different low voltage consumers and users of the port, such as reefer containers, outdoor lighting, pump stations and smaller buildings (e.g. gates). Each low voltage substation shall have an own low voltage network to provide power to the local consumers.

The distribution of the cable networks shall be done by a duct system consisting of plastic and / or steel conduits. The Concessionaire shall construct a sufficient number of concrete man- and inspection holes.

The Concessionaire shall provide a PC-based process visualization control system. The control system shall monitor the complete distribution network and the backup power plant.

In addition to the power systems, the Concessionaire shall provide all required electrical subsystems to operate a modern port.

The Concessionaire shall provide a backup plant. It shall be located next to the main port substation and shall feed the medium voltage network.

All electrical switchgear, switchboards, panels and equipment shall be sized above the available short circuit current from the calculation. This should include future extension of the network and the backup generator plant.

The electrical systems shall be designed to operate 24 hours / 7 days in harsh marine conditions and according to the local environmental conditions. Adequate corrosion resistance has to be provided by appropriate surface treatment of equipment, stainless steel, heavy-duty plastic and proper enclosures.

The electrical distribution network beginning from the 33 kV feed-in system up to the low voltage main distribution boards shall be designed in a redundant manner to allow easy reconfiguration of the system.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Adequate floodlights on pile founded poles have to be installed to ensure an average luminance level of 50 lux in the container yard and general areas of the Port Facility.

All data within the Concession Area shall be transmitted by using a fibre optic network between the buildings. That backbone network shall be performed with optic fibre multimode cables. The telephone communication shall be done by a copper cable network. Both, the fibre and the copper cabling shall be designed as a loop system. In addition, a WLAN system shall be provided that covers the complete Concession Area.

7.3 Buildings & Facilities

7.3.1 Container Freight Station

A container freight station (CFS) shall be constructed according to demand as established by the Concessionaire. The CFS shall predominantly be used for handling, storage and redistribution of container cargo. The Concessionaire may also consider a temporary storage of break bulk cargo. It shall be an enclosed and roofed building. The building shall be equipped with office rooms and toilets, IT network, ventilation and air condition as well as power supply, water supply and disposal.

7.3.2 Mechanical Workshop

The Concessionaire shall design, construct and equip a mechanical workshop building that provides sufficient space and facilities to ensure the maintenance of the Cargo Handling Equipment at all times in accordance with Good Industry Practice.

The mechanical workshop building shall be divided into several functional areas with different equipment. Offices, control rooms, common rooms, workshops for different repair works and toilets shall be part of the workshop. The mechanical workshop shall be equipped with overhead cranes, power supply, water supply/disposal, pneumatic compressor, IT, ventilation and air condition, etc.

7.3.3 Other Buildings

The above and all other buildings, such as administration building, and any building required for the efficient operation of the Port Facility shall be designed, constructed and equipped according to the Building Code of Australia (BCA) for Commercial Buildings (Volume One - Class 2 to 9 buildings) or equivalent international standards.

7.3.4 Gates and Fences

Gates and fences shall comply with the International Ship and Port Facility Security Code (ISPS Code).

Gates shall control road access to the Port Facility. The gates shall be sufficiently dimensioned to cope with expected future traffic flows. Sufficient marshalling / parking areas shall be provided to avoid any backlog of vehicles on public roads. Dimensioning of gates and marshalling areas shall be supported by capacity calculations and a traffic management concept.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Gates shall be equipped with control booths, traffic control barriers and surveillance cameras, power supply, lighting, fire alarm, etc. The gate area shall be roofed for protection against extreme weather conditions. Pre-assembled gate booths may be installed at the gates.

The Port Facility shall be completely fenced off the surrounding land. The fence itself shall be built of hot-dip galvanised high rectangular poles with a guard track. Its minimum height shall be 2.5 m. The foundations shall be built directly into the ground. At the leading edge of the quay wall an overhanging fence element shall be installed to avoid a sidestepping along the fence.

The Concessionaire may provide additional fencing for specific areas with sensitive cargo, e.g. imported cars.

8 AIDS TO NAVIGATION

8.1 Standards and Regulations

The Concessionaire shall procure, locate, install, maintain and replace, if required, all navigational aid equipment in accordance with (i) Applicable Law and (ii) the recommendations of the International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA), including compliance with the IALA Maritime Buoyage System - Region A, as specified in Sections 8.2 below.

8.2 Sector Lights and Lateral Buoys

The Concessionaire shall ensure that any vessel approaching the Port Facility shall be guided by a leading light.

The Concessionaire shall set up an upper and sub-fire on the South-Eastern shore of the Tibar Bay with sufficient height to reach a luminous range of light of 10 sea miles.

The end of the access channel which is also the beginning of the turning and harbour basin shall be indicated to approaching vessels by an illuminated (lateral) pair of buoys:

- (a) **Starboard Side Buoy** shall be green and shall have a green cone on top, which shall have the following approximate dimensions:

Height: 360 mm;

Width: 460 mm.

The Starboard Side Buoy shall be equipped with a green light.

- (b) **Port Side Buoy** shall be red and shall have a red cylinder on top, which shall have the following approximate dimensions:

Height: 500 mm;

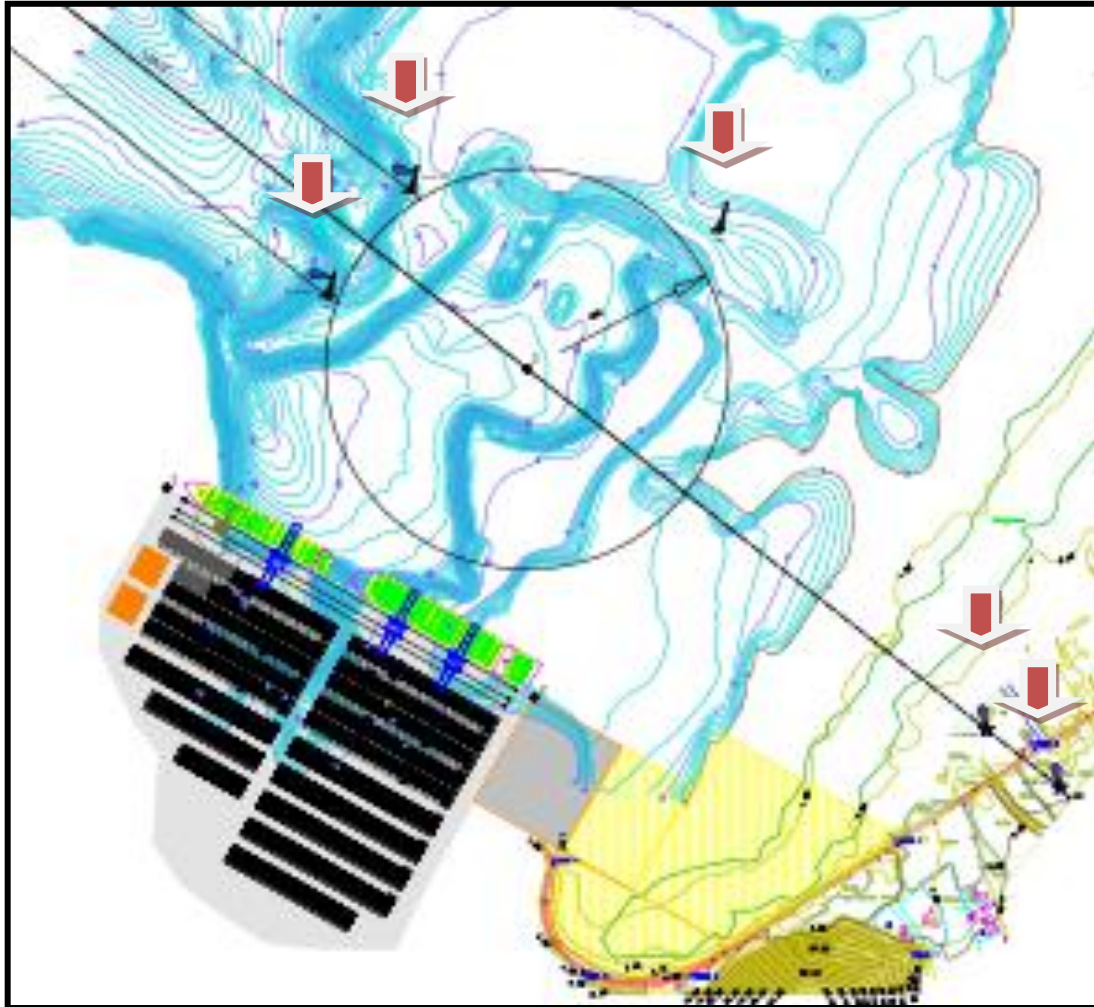
Width: 390 mm.

The Port Side Buoy shall be equipped with a red light.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Reefs are located within the bay and north of the proposed harbour basin. To improve the navigational safety a cardinal mark as a buoy "South" shall be positioned.

Suggested Position of Navigational Aids Equipment at Tibar Bay



9 CARGO HANDLING EQUIPMENT

The Concessionaire shall procure, install, operate, maintain and replace, if required, all equipment required for the handling and storage of all vessels and cargo in accordance with the specifications set forth in Sections 9.1 to 9.8 below (the "**Cargo Handling Equipment**").

The Concessionaire shall be allowed to employ adequate equivalent or better equipment in accordance with Good Industry Practice as long as the Minimum Service Requirements are met.

9.1 Ship-to-Shore (STS) Crane

Equipment Feature	Requirement
Application	Container handling at quay

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Equipment Feature	Requirement
Rail gauge	30,480 mm
Outreach from waterside rail	50 m
Back-reach	15 m
Overall width buffer to buffer, compressed	max. 27 m
Clearance under portal beam	min. 17 m
Lifting capacity under hook at maximum outreach	45 tons
Lifting capacity under spreader at 20,000 mm outreach	40 tons
Lifting height above rail/under hook	min. 38.5 m
Lifting height below rail	min. 16 m
Hoisting speeds	
<i>empty</i>	min. 180 m/min
<i>rated load</i>	min. 90 m/min
Trolley speed	min. 45 m/min
Boom hoist speed	max. 5 min
Gantry travel speed	min. 45 m/min
Electrical control system	AC/DC
Number of wheels	8 or 10 each corner
Max. permissible single wheel load	250 kN
Structural Classification	U8/Q2/A7

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Equipment Feature	Requirement
Operating temperatures	+ 20°C to + 45°C

9.2 Mobile Harbour Crane

Equipment Feature	Requirement
Application	Container & general cargo handling at quay
Outreach	max. 32,000 mm
Overall width buffer to buffer, compressed	approx. 17,000 mm
Lifting capacity under hook at maximum outreach	45 tons
Lifting capacity under spreader at 20,000 mm outreach	40 tons
Lifting height above ground/under hook	25,000 mm
Lifting height below ground level	12,000 mm
Hoisting speeds	
<i>empty</i>	min. 50 m/min
<i>rated load</i>	min. 25 m/min
Luffing speed	min. 40 m/min
Gantry travel speed	min. 30 m/min
Rotating	1.5 rpm
Rope system	2-rope type
Number of driven wheels	50% individually-driven wheels

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Equipment Feature	Requirement
Max. permissible single wheel load	52 kN
Structural Classification	U7/Q2/A7
Operating temperatures	+ 20°C to + 45°C
Electrical control system	AC, inverter-driven

9.3 Rubber Tyred Gantry Crane

Equipment Feature	Requirement
Application	Container yard stacking
Overall span	7 + 1 vehicle lane, 26,100 mm
Number of wheels	16, revolving by 90° and spin turn
Tire size	Pneumatic, 16.00 – 25
Lifting capacity under spreader	40 tons
Stacking height:	one over five, 9'6'' container
Overall height:	approx. 26 m
Overall length:	max. 28 m
Spreader height under twist locks:	min. 18.20 m
Spreader slewing/trim	min. +/- 3%
Crane travel speed	min. 120 m/min
Trolley travel speed:	min. 60 m/min
Hoisting speed full/empty	min. 50 / 25 m/min

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Equipment Feature	Requirement
Climbing capacity:	2%
Power supply:	diesel-electric unit/AC motors, 60 Hz
Anti-sway system:	Yes
Rope system:	synchronised
Spreader:	20', 40', 45' telescopic type
Drivers cabin:	mounted at trolley
Operating temperatures	+ 20°C to + 45°C

9.4 Terminal Tractor

Equipment Feature	Requirement
Application	Transport of trailers for general cargo and containers
Truck type	Port terminal truck with 5 th wheel lifting device, 2" king-pin
Cross Combined Weight	70 tons
5 th wheel load	min. 25 tons
5 th wheel height &	1,250 mm
5 th wheel lifting height	min. 500 mm
Speed fully laden	min. 25 km/h
Speed empty	min. 40 km/h
Rear axle capacity	30,000 kg at 25 km/h

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Equipment Feature	Requirement
Power unit	Diesel, turbo-charged, 6 cylinders, Tier III
Power output	min. 165 kW
Wheels/tyres	Pneumatic type, 2 in front, 4 in rear, size 11 R 22.5
Brakes	Pneumatic drum brakes / wet disc brakes
Gearbox	Power-shift gear box, min. 4/3 with torque converter
Driver's cabin	Noise and heat-insulated, safety glass, A/C unit, FOPS, ROPS
Operating temperatures	+ 20°C to + 45°C

9.5 Terminal Trailer

Equipment Feature	Requirement
Application	Transport of 2 x 20' or up to 1 x 45' containers and general cargo
Trailer type	"Cornerless" type chassis with platform and 2" king pin
Construction type	Rigid steel-frame construction with steel platform. 4 fixed guides at each side and 1 fixed guide at front and rear. 6 container stoppers. Adjustable landing leg (telescopic)
Capacity	50 tons at 25 km/h
Length	
<i>outside</i>	14,200 mm
<i>inside</i>	13,750 mm
Width	max. 2,900 mm

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Equipment Feature	Requirement
Platform height	max. 1,550 mm
Sliding plate height	max. 1,250 mm
Number of wheels	8
Tyre type	Pneumatic, size 11 R 22.5
Axle type	2 leaf spring suspended axles
Speed	
<i>fully laden</i>	25 km/h
<i>empty</i>	40 km/h
Operating temperature	+ 20°C to + 45°C

9.6 Reach Stacker

Equipment Feature	Requirement
Application	Container yard operations, container loading/unloading from trucks/trailers
Lifting height	15,200 mm
Lifting capacities	
<i>1st row at 1,900 mm load centre</i>	41 tons
<i>2nd row at 3,950 mm load centre</i>	24 tons
<i>3rd row at 6,500 mm load centre</i>	11 tons
Total weight unladen, maximum	67 tons

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Equipment Feature	Requirement
Total weight laden, maximum	110 tons
Maximum weight on front axle laden	100 tons
Maximum weight on front axle unladen	37 tons
Engine	Diesel, turbo-charged, 6 cylinders, Tier III
Minimum power output	200 kW
Driving speed	25 km/h
Lifting/lowering speed	0.25 m/s, 0.4 m/s
Tires	pneumatic type
Transmission	converter/power shift
Brakes - drive axle	wet disc
Parking brake	disc-mechanical
Spreader	20' – 40'
Spreader rotation, minimum	- 95/+ 185°
Spreader side shifting, minimum	± 800 mm
Spreader sloping, minimum	± 3°
Cabin	Fixed and closed, noise and heat-insulated, safety glass, A/C unit, ROPS
Operating temperatures	+ 20°C to + 45°C

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

9.7 Empty Container Handler

Equipment Feature	Requirement
Application	Empty container handling for 5 high 9'6" standard ISO container 20' to 40'
Lifting capacity	9 tons at 1,220 mm LC
Mast lift	2-stage mast, 5 high 9'6" containers, free-view type
<i>minimum lifting height under spreader</i>	15,200 mm
<i>forward/backward movement</i>	3°/3°
Tire type	pneumatic
Wheels	4 in the front, 2 in the rear
Total height, with lowered mast	max. 10,000 mm
Total width	min. 4,000 mm
Turning radius	5,000 – 6,000 mm
Ground clearance (at middle of wheel-base)	min. 350 mm
Travel speed	min. 25 km/h
Lifting speed laden/unladen	min. 0.40/0.60 m/s
Spreader	20', 40' telescopic side-frame spreader
Side shift	min. 500 mm each side
Transmission	Power shift 3/3 with torque converter
Brakes – drive axle	wet disc

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Equipment Feature	Requirement
Parking brake	Disc - mechanical
Engine	Diesel, turbo-charged, 6 cylinders, Tier III
Power output	min. 160 kW
Operator's cabin	Elevated cabin closed at the rear, sound-insulated with A/C unit, FOPS, ROPS
Operating temperatures	+ 20°C to + 45°C

9.8 2.5 t Forklift Truck

Equipment Feature	Requirement
Application	Container and truck loading and unloading, warehouse operation
Lifting capacity	2.5 tons at 500 mm LC
Drive unit	Liquid propane gas
Wheels	4 wheels, two wheels driven, super-elastic tyres
Operator's cabin	Open driver compartment, FOPS, ROPS
Lifting height, h3	min. 3,000 mm
Free lifting height, h2	min. 1,000 mm
Total height, stevedoring configuration	max. 2,100 mm
Total width	max. 1,200 mm
Turning radius	max. 2,400 mm
Ground clearance at middle of wheelbase	130 mm

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Equipment Feature	Requirement
Travel speed	20 km/h
Lifting speed laden/unladen	min. 0.5 m/s
Gradability	min. 20 %
Mast	2-stage, free lift, free visibility
Electrical system	12 V
Power output engine	min. 40 kW
Operating temperature	+ 20°C to + 45°C

10 AUXILIARY EQUIPMENT

The Concessionaire shall procure, install, operate, maintain and replace, if required, all other terminal equipment required for the efficient operation of the Port Facility as a commercial container and general cargo port, such as terminal cars, busses, tank lorry and workshop equipment in accordance with Good Industry Practice (the "**Auxiliary Equipment**").

11 MARINE EQUIPMENT

The Concessionaire shall procure, install, operate, maintain and replace, if required, the main marine crafts in accordance with the specifications set forth in Sections 11.1 and 11.2 below (the "**Marine Equipment**").

The Concessionaire shall be allowed to employ adequate equivalent or better equipment in accordance with Good Industry Practice as long as (i) the Minimum Service Requirements are met and (ii) the expected vessels can be safely handled at the Port Facility.

11.1 Tug Boat

Equipment Feature	Requirement
Application	To safely move and manoeuvre vessels by towing or pushing them within Tibar Bay harbour and its proximity
Length LOA	Max. 35 m

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Equipment Feature	Requirement
Beam BOA	Min. 11 m
Draught	Max. 6 m
Speed	Min. 12 knots
Drive System	Azimuth Stern Drive or equivalent
Bollard Pull	Min. 60 tons @ 100% MCR
Power Range	Min. Marine Diesel 2 x 2,000 kW
Operational Range	Approximately 1,000 NM
Bow Thruster	Yes
Winch	Yes
Buoy Laying Facilities	Suitable for Aids to Navigation at the Port Facility
Accommodation	Depending on proposed Mode of Operation (Crew sleeps on board or ashore)
Fire Fighting System	Yes
Design Conditions	Sea water min. 25°C / max. 35°C Air min. 20°C / max. 45°C
Classification	Lloyds, Bureau Veritas, Germanischer Lloyd or equivalent

11.2 Pilot Boat

Equipment Feature	Requirement
Application	To transport pilots and occasionally other persons (vessel crew members, etc.) between land and ships calling the Port Facility

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

Equipment Feature	Requirement
Length LOA	Min. 12 m
Beam BOA	Min. 4 m
Draught	Max. 1.5 m
Speed	Min. 15 knots
Drive System	Twin fixed pitch props or equivalent
Power Range	Marine Diesel approx. 2 x 600 kW
Operational Range	12 hrs
Pilots & Crew	3+
Carrying Capacity	3-10 persons
Design Conditions	Sea water min. 25°C / max. 35°C Air min. 20°C / max. 45°C
Classification	Lloyds, Bureau Veritas, Germanischer Lloyd or equivalent

12 TERMINAL ICT / EDP

12.1 General Requirements

The Concessionaire shall procure, install, maintain and replace, if required, an overall IT system landscape and architecture, containing all IT systems, showing interfaces and dependencies between them.

The IT systems for the Port Facility shall be reliable, highly available and user friendly. They shall be scalable and extensible according to future requirements. The underlying data shall have integrity and a properly defined structure.

The terminal operating system (the "TOS") shall be able to manage up to 500,000 TEU per annum. It shall also cover break bulk functionality for an annual throughput of 500,000 tons. It shall support terminal operations in order to meet all the Minimum Service Requirements.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

12.2 Functional Requirements

The TOS shall support and optimise operations of the Port Facility in accordance with Good Industry Practice. It has to cover container operations with gantry cranes, internal trucks, mobile harbour cranes and ship-to-shore cranes and must fully support all business processes of a modern container terminal. The graphical user interfaces of the IT systems shall be user friendly, fault tolerant and support multiple languages by configuration.

The TOS shall include a modern reporting and business intelligence module that is capable of delivering required key performance indicators (hereafter "**KPIs**") in real time to the Port Facility. The KPIs have to be available via interface to 3rd party systems and via web access. The access to the KPIs shall be controlled via a role and user based access management system.

12.3 Interface Requirements

The Concessionaire shall ensure that the chosen TOS and other relevant IT systems possess well-defined and documented application programming interfaces.

The TOS shall be required to interface to several sub systems, such as:

- (a) Customs and other authorities;
- (b) Port community system;
- (c) Vehicle booking system / Truck appointment system;
- (d) Non-intrusive inspection devices (like X-Ray);
- (e) Gate operating system;
- (f) Shipping lines, agents and other external stakeholders;
- (g) Security system and access management system; and
- (h) Closed circuit television (CCTV) system.

Moreover, all standard electronic data interface messages shall be handled (e.g. BABPLIE, CODECO, COARRI, etc.).

12.4 Technical Requirements

Due to operational requirements, the TOS shall be very reliable and available 24 hours 7 days a week. The TOS shall be available 99.9 % (three nines) of the time. Consequently **unplanned** downtime shall not exceed 8.76 hours a year or 43.2 minutes a month.

The TOS shall be scalable in order to cope with any future Port Facility and/or volume expansions. It shall include a web based portal accessible by Users, customs and other external stakeholders based on an access control system.

All the IT systems shall comply with international standards for IT system security and safety (ISO/IEC 27002 or similar standards).

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

12.5 Hardware and Infrastructure Requirements

The Concessionaire shall procure, install, maintain and replace, if required, adequate hardware and infrastructure for the ICT, including:

- (a) Server room location and equipment,
- (b) Backup server room location,
- (c) Positioning of fibre optical cables, and
- (d) Positioning of wireless LAN (WLAN) access points.

The Concessionaire shall ensure redundancy in the hardware and IT infrastructure.

12.6 Project Management Requirements

The Concessionaire shall apply a Good Industry Practice project management approach for the implementation of the IT systems and their operation. This shall include an integral project management plan for the commissioning of the IT systems.

The Concessionaire shall design a disaster recovery plan as a means of risk mitigation, as well as quality assurance measures. The quality management system shall be compliant with EN ISO 9001.

The Concessionaire has to develop a Good Industry Practice concept for service level agreements with the suppliers and for the management of the IT applications.

12.7 Terminal IT Operations and Strategy

The Concessionaire shall ensure that the IT system landscape initially installed at the Port Facility remains up-to-date and be continuously improved and extended in order to meet any new requirements during the Concession Period. Any system update, renewal or replacement in the future shall not negatively affect the operations at the Port Facility.

13 MAINTENANCE AND REPAIRS

The Concessionaire shall:

- (a) establish, adhere to and implement a policy of scheduled maintenance of the Port Facility, including the Equipment, in accordance with Good Industry Practice;
- (b) in relation to the Port Facility infrastructure and buildings:
 - (i) monitor settlements (if required) and undertake the necessary maintenance works to remedy defects caused by them;
 - (ii) arrange regular inspections to identify damages, which may affect the working life of the structures (such as cracks, excessive corrosion) and repair them;
 - (iii) check, maintain and repair all technical terminal systems (electrical, potable water, etc.) regularly to assure their correct function;

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

- (c) in relation to the Equipment, be responsible for:
 - (i) routine, scheduled, non-scheduled and emergency maintenance and repairs service;
 - (ii) provision of tools, tackle, equipment and supplies required to perform the works; and
 - (iii) routine testing of the Equipment;
- (d) maintain a register of all Equipment subject to statutory inspection, including recording all test dates and results;
- (e) operate and maintain the Equipment in accordance with the Manufacturers' Recommendations and keep maintenance records of the Equipment;
- (f) ensure that the capacity and levels of performance of the Port Facility and the Equipment at all times meet the Technical Specifications and the Minimum Service Requirements;
- (g) maintain (including the making or installation of all necessary or desirable repairs and replacements) the Port Facility in good condition and repair and so as to:
 - (i) keep the Port Facility operating as a commercial container and general cargo terminal on competitive terms capable of handling container and general cargo vessels at all times, and
 - (ii) achieve its full useful economic life in accordance with the design documents and these Technical Specifications (five (5) years from the date of termination or expiry of the Concession Agreement for the Equipment (as this term is defined in the Concession Agreement) and thirty (30) years from the date of termination or expiry of the Concession Agreement for the Project Facility (as this term is defined in the Concession Agreement)).

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

ANNEX 12 - MINIMUM SERVICE AND EQUIPMENT INVESTMENT REQUIREMENTS

This Annex is an extract of a draft version of an appendix contained in the draft Concession Agreement.

It is communicated to the Bidders for information purposes only and on a temporary basis, pending Bidder consultations and communication of the draft Concession Agreement.

The Authority reserves all rights to amend or modify the corresponding provisions of the Concession Agreement. Bidders are therefore asked to consider this document for information only, and to refer to the latest draft of the Concession Agreement as will be communicated by the Authority for the purposes of finalizing their Bid.

Upon communication of the draft Concession Agreement to the Bidders, all references to Annex 12 contained in these instructions to Bidders will automatically become references to Appendix 4 of the draft Concession Agreement.

In the case there is any discrepancy between this Annex 12 and the corresponding provision of the latest draft of the Concession Agreement as communicated by the Authority to the Bidders:

- the Authority shall not be bound to consider that any part of a Bidders' Bid based on this Annex 11 is compliant with the requirements of these Instructions to Bidders, including without limitation for the purposes of evaluating such Bid; and
- the Bidders shall bear any risk relating to reliance on this Annex 12.

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

PART I - MINIMUM SERVICES REQUIREMENTS

Indicator	Value
Marine Services	
Service Availability	7/24
Maximum ships' waiting time for tug boat / pilot (provided that berth is available and sufficient notice was given by the vessel in advance)	20 minutes
Container Terminal	
Service Availability	7/24
Crane Productivity (minimum Container moves per gross crane working hour) Gross productivities are defined as total handling volumes, i.e. containers moved, divided by total berth hours without reductions.	
Operation Year 1:	14 moves
By Operation Year 5:	18 moves
By Operation Year 9:	22 moves
<p>Container horizontal transport between quay and stack must be sufficiently dimensioned to cope with vessel operation without delaying delivery to land vehicles.</p> <p>The Concessionaire shall deploy a sufficiently large equipment fleet for Container storage to cater for the quayside performance requirements, as well as the landside operation without backlog of trucks on either end.</p>	
Average maximum truck turn-around time at the Port Facility from entry to exit of the Concession Area when delivering or picking up a Container (excluding customs clearance)	45 minutes
General Cargo and Break Bulk Cargo	
Annual average gross productivity per gang-shift (8 hours) in tons (over pier)	
Break Bulk (bagged, palletised, big bags)	550 tons
Steel Products	1,000 tons

INSTRUCTIONS TO BIDDERS - TIBAR BAY PORT PPP PROJECT

PART II - EQUIPMENT INVESTMENT

The Concessionaire shall comply with the Equipment investment requirements specified in Part II of this Appendix 4, failing which the Concessionaire shall be liable to pay Operation Penalties as provided in Part III below.

Type of Quay Crane*	Number*	Annual Number of Containers over the Quay Triggering the Obligation of Additional Quay Cranes **

*To be specified by the Concessionaire in the Equipment Investment Schedule to be provided with the Technical Bid.

**If this number of containers is exceeded in two consecutive Operations years, the additional crane must be on site 12 month after the end of the second Operations year.