

JAPAN INTERNATIONAL COOPERATION AGENCY (JICA)
COMISION EJECUTIVA PORTUARIA AUTONOMA (CEPA)

THE DETAILED DESIGN
ON
PORT REACTIVATION PROJECT IN LA UNION PROVINCE
OF
THE REPUBLIC OF EL SALVADOR

FINAL REPORT

(DRAFT) BIDDING DOCUMENTS

Package B: Procurement of Cargo Handling Equipment

VOLUME I-B

- Section 1 Instructions to Bidders
- Section 2 Bid Forms
- Section 3 Contract Forms
- Section 4 Conditions of Contract

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OCTOBER 2002

NIPPON KOEI CO., LTD.

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OF THE REPUBLIC OF EL SALVADOR
FINAL REPORT
DRAFT BIDDING DOCUMENTS
Package B: Procurement of Cargo
Handling Equipment, Volume I-B
OCTOBER 2002 NIPPON KOEI

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COMISION EJECUTIVA PORTUARIA AUTONOMA (CEPA)

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ON
PORT REACTIVATION PROJECT IN LA UNION PROVINCE
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THE REPUBLIC OF EL SALVADOR**

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(DRAFT) BIDDING DOCUMENTS

Package B: Procurement of Cargo Handling Equipment

VOLUME I-B

<i>Section 1</i>	<i>Instructions to Bidders</i>
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<i>Section 4</i>	<i>Conditions of Contract</i>

OCTOBER 2002

NIPPON KOEI CO., LTD.



1169690[3]

Invitation to Bid

LA UNION PORT DEVELOPMENT PROJECT

Bidding Documents for Package B: Cargo Handling Equipment

Volume I

Invitation to Bid

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**LA UNION PORT DEVELOPMENT PROJECT
PACKAGE B : CARGO HANDLING EQUIPMENT**

INVITATION TO BID

Date: *(Date of issuance of Invitation)*

Loan No. JBIC ES-P5

Bidding No. _____

1. The Government of the Republic of El Salvador has received an ODA (Overseas Development Assistance) Loan from the Japan Bank for International Cooperation (hereinafter referred to as "JBIC") toward the cost of the La Unión Port Development Project, and intends to apply the proceeds of the loan to payments under this Contract. Disbursement of an ODA Loan by JBIC will be subject, in all respects, to the terms and conditions of the Loan Agreement ES-P5 dated October 25, 2001, including the disbursement procedures and the "Guidelines for Procurement under JBIC ODA Loans". No party other than the Government of the Republic of El Salvador shall derive any rights from the Loan Agreement or have any claim to loan proceeds. The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Government of the Republic of El Salvador will take appropriate measures for financing.
2. JBIC requires that bidders and contractors, as well as the Government of the Republic of El Salvador, under contracts funded with JBIC ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JBIC;
 - (a) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) will recognize a contractor as ineligible, for a period determined by JBIC, to be awarded a contract funded with JBIC ODA Loans if it at any times determines that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with JBIC ODA Loans or other Japanese ODA.
3. The Comisión Ejecutiva Portuaria Autónoma (CEPA), the Project executing agency of the Government of the Republic of El Salvador (hereinafter referred to as "the Purchaser") invites sealed bids from prequalified bidders for the supply and erection works under Package B: Cargo Handling Equipment (hereinafter referred to as "the Works").

The Works consist of the following:

 - Design, manufacture, delivery to the site, erection, test and commissioning of two (2) units of rope trolley type, rail mounted, single lifting, gantry traveling quayside container crane for Panamax type ships, with all equipment, parts and tools; and
 - Training of the Purchaser's personnel on the operation and maintenance of the above-mentioned container cranes.
4. Bidders may obtain further information from, and inspect and acquire the Bidding Documents at the office of the Purchaser at the following address:

Unidad de Adquisiciones y Contrataciones Institucional (UACI)
Comisión Ejecutiva Portuaria Autónoma (CEPA)
Edificio Torre Roble, 5th Floor
Boulevard de Los Héroes
San Salvador, El Salvador
Tel. No.
Fax No.

5. A complete set of Bidding Documents may be purchased by interested prequalified bidders on submission of a written application to the above office, and upon payment of a non refundable fee of: US\$ per set, during the period from to, 200.. during office hours.

Payment can be made in cash or by certified check addressed to
6. All bids must be accompanied by a security of US\$ 350,000, and must be delivered to Unidad de Adquisiciones y Contrataciones Institucional, at the address indicated in Clause 4 above, not later than 9:00 a.m. on, 200... Bids will be opened immediately thereafter in the presence of bidders' representatives who choose to attend.
7. The estimated date of award is, 200 ...

Section 1

Instructions to Bidders

LA UNION PORT DEVELOPMENT PROJECT

Bidding Documents for Package B: Cargo Handling Equipment

Volume I

Section 1: Instructions to Bidders

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SECTION 1. INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of Bid

- 1.1 The Comisión Ejecutiva Portuaria Autónoma (CEPA), an executing agency of the Government of the Republic of El Salvador (hereinafter referred to as "the Purchaser") wishes to receive bids for the supply and erection of Package B: Cargo Handling Equipment (hereinafter referred to as "the Works") under the La Unión Port Development Project (hereinafter referred to as "the Project").

The Works consist of the following:

- Design, manufacture, delivery to the site, erection, test and commissioning of two (2) units of rope trolley type, rail mounted, single lifting, gantry traveling quayside container crane for Panamax type ships, with all equipment, parts and tools; and
- Training of the Purchaser's personnel on the operation and maintenance of the above-mentioned container cranes.

- 1.2 All bids shall be completed and submitted to the Purchaser in accordance with these Instructions to Bidders.

- 1.3 The successful bidder will be expected to complete the whole of the Works within 20 months from the date of commencement of the Works.

2. Source of Funds

- 2.1 The Government of the Republic of El Salvador has received an ODA (Overseas Development Assistance) Loan from the Japan Bank for International Cooperation (hereinafter referred to as "JBIC") toward the cost of the Project, and intends to apply a portion of the proceeds of the loan to payments under this Contract. Disbursement of an ODA Loan by JBIC will be subject, in all respects, to the terms and conditions of the Loan Agreement ES-P5 dated October 25, 2001, including the disbursement procedures and the "Guidelines for Procurement under JBIC ODA Loans". No party other than the Government of the Republic of El Salvador shall derive any rights from the Loan Agreement or have any claim to loan proceeds. The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Government of the Republic of El Salvador will take appropriate measures for financing.

- 2.2 JBIC requires that bidders and contractors, as well as the Comisión Ejecutiva Portuaria Autónoma (CEPA) of the Government of the Republic of El Salvador, under contracts funded with JBIC ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JBIC;

- (a) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- (b) will recognize a contractor as ineligible, for a period determined by JBIC, to be awarded a contract funded with JBIC ODA Loans if it at any times determines that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with JBIC ODA Loans or other Japanese ODA.

3. Eligible Bidders

3.1

This Invitation to Bid is open to only the prequalified bidders for the Contract as notified by the Employer, and under the following conditions.

- (a) A bidder (including all members of a joint venture and specialist subcontractors) shall not be either:
 - (i) a firm or an organization which has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of the Project; or
 - (ii) an associate/affiliate (inclusive of a parent firm) of a firm or an organization mentioned in subparagraph (a) above; or
 - (iii) a firm or an organization who lends, or temporarily seconds, his personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the Project, if the personnel would be involved in any capacity on the same Project.
- (b) Any bidder (including all members of a joint venture and specialist subcontractors) shall not be in any of the following situations:
 - (i) To have been condemned previously through firm sentence, and not being entitled to his rights, due to crimes against the Public Treasury, and the ones considered in the Ley Contra el Lavado de Dinero y de Activos (Law against Money and Assesment Washing);
 - (ii) To have been declared in status of suspension of payments for his obligations or declared in bankruptcy or in credit incapacity, if he is not rehabilitated;
 - (iii) To have been declared guilty for the termination of any contract concluded with any organizations, during the last five years counting from the captioned declaration;
 - (iv) To have failed to fulfill fiscal, municipal and social security obligations;
 - (v) To have provided false information required in the Bidding Documents;
 - (vi) Bidding as a foreign legal person but not being legally constituted in conformity with the regulations of his country, or has not complied with national law and regulations applicable to his operation; and

- (vii) To have evaded the responsibility under other contracts, by any machination, legal contrivance or fact.
- (c) Notwithstanding the conditions set forth in Item (c) above, no one of the following is allowed to bid:
 - (i) Members of the Council of Ministers;
 - (ii) Public officials or employees of organizations where they are owners, partners or stockholders with a value of shares higher than 25% of the social capital of the company, or administrators, managers, directors or legal representatives of bidders for the works, goods or services; and
 - (iii) The spouse or person living together, and persons who have any link or relationship up to second grade of affinity and fourth grade of blood relationship, with the public officials mentioned above.

3.2 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser may reasonably request.

4. Qualification of the Bidder

4.1 To be qualified for award of Contract, bidders shall:

- (a) submit a written power of attorney authorising the signatory of the bid to commit the bidder (Form A4); and
- (b) update any information submitted with their applications for Prequalification, which has changed, and update in any case the minimum information indicated below, establishing that the bidder is still meeting the minimum threshold criteria set out in the Prequalification Documents and having adequate experience, financial capacity and technical capability to undertake the Contract.

As a minimum, bidders shall update the following information (Form A5):

- (i) evidence of access to lines of credit and availability of other financial resources;
- (ii) financial predictions for the current year and the two (2) following years, including the effect of known commitments;
- (iii) work commitments acquired since Prequalification; and
- (iv) current litigation information.

4.2 Bidders shall also submit supplementary documents comprising at least the forms provided in Section 2 (Forms B1 to B11) and any other information deemed necessary to demonstrate the bidder's capabilities to fulfill his duties under the Contract, in accordance with the Specifications and within the time specified in the Bidding Documents.

4.3 The prequalified bidder shall retain his plant suppliers and specialist subcontractors unchanged from the prequalification

stage. Furthermore, the prequalified bidder as a joint venture or consortium shall not be allowed to change/alter any member of the joint venture or consortium proposed in his Prequalification Documents.

4.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- (a) The bid shall include all the information and documents listed in Sub-Clauses 4.1 and 4.2 above;
- (b) The bid, and in case of a successful bid, the Form of Agreement, shall be signed so as to be legally binding on all partners;
- (c) One of the partners shall be authorized to be in charge; and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners;
- (d) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
- (e) All partners of the joint venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful bid); and
- (f) A copy of the authenticated agreement entered into by the joint venture partners shall be submitted with the bid (Public Document that proves the existence of an agreement for joint venture of several bidders, or through joint document as required in the origin country).

4.5 All documents issued in foreign countries and that will become a part of the bid shall be legalized through one of the following three processes:

- (a) The "APOSTILLE" process established by the Pact No. 12 "Pact Abolishing the Requirements of Legalization for Foreign Public Documents" dated October 5, 1961 in The Hague Conventions on Private International Law.
- (b) The process established by Article 261 of the Code of Civil Procedures of the Republic of El Salvador which requires that:
 - (i) the documents shall be authenticated by the representative of the Diplomatic Mission or Consulate Office of the Republic of El Salvador in the country where they are issued; and
 - (ii) the documents shall be signed by the Ministry of Foreign Affairs of the country where they are issued and shall be authenticated by the representative of the Ministry of

Foreign Affairs of the Republic of El Salvador.

- (c) In the case the documents are issued in the countries that are not listed as Members of The Hague Convention on Private International Law (as described by case (a)), or where there is not a Diplomatic Mission or Consulate Office of the Republic of El Salvador (as described by case (b) above), the documents then shall be legalized by a Diplomatic Mission or Consulate Office of the Republic of El Salvador located in a nearest country.

4.6 Prospective bidders shall, within 7 days from the date of the Invitation for Bids, send by fax (hereinafter, the term "fax" is deemed to include electronic transmission means such as facsimile, cable, and telex) or registered mail, or deliver by hand against receipt, to the Purchaser at the address indicated in the Invitation for Bids a signed "Declaration of Intent to Bid" using the form provided in Section 2 (Form A1).

4.7 Within the period of bid validity, a bidder, either as a company or as a partner in a joint venture, will be disqualified or his bid will be rejected if:

- (a) his parent company, his holding company, his subsidiary company, his Subcontractor (or its parent company/holding company /subsidiary company) is qualified as other bidder for the same package of the Project, either as a company or as a partner in a joint venture; or
- (b) his Subcontractor (or its parent company/holding company /subsidiary company) is named as a Subcontractor/supplier/manufacturer in another bid for the same package of the Project.

Notwithstanding the above conditions, however, specialist subcontractors are allowed to participate in several tenders.

- 5. One Bid per Bidder** 5.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid other than alternatives pursuant to Sub-Clause 17.1 will be disqualified. The bid shall cover the whole Package B Works. Separate bids for any part or section of the Works will not be accepted.
- 6. Cost of Bidding** 6.1 The bidder shall bear all costs associated with the preparation and submission of his bid and the Purchaser will in no case be responsible or liable for those costs.
- 7. Site Visit** 7.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
- 7.2 The bidder and any of his personnel or agents will be granted permission by the Purchaser to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his personnel and agents, will release and indemnify

the Purchaser and his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

- 7.3 The bidder shall satisfy himself, by careful inspection, as to the nature and location of the Works, conformation of the ground, local climatic and sea conditions, the character, quality and quantity of the materials to be encountered, the general and local conditions, the equipment to be furnished and installed, and all other matters which can in any way affect the Works under the Contract, so as to ensure smooth and appropriate execution of the Works.

No verbal information provided by any officer, agent, or employee of the Purchaser or other governmental agencies shall be deemed to affect or modify any of the terms or obligations of the Bidding Documents.

- 7.4 The Purchaser may conduct a Site visit concurrently with the Pre-Bid Meeting referred to in Clause 18.

B. BIDDING DOCUMENTS

8. Contents of Bidding Documents

- 8.1 The Bidding Documents are those stated below and shall be read in conjunction with any Addendum issued in accordance with Clause 10:

Volume I-B Invitation to Bid

Section 1 Instructions to Bidders

Section 2 Bid Forms:

Bid Form, Bid Security, Power of Attorney, Updated Prequalification Information, Joint Venture Agreement, Subcontracting Agreement, and Bid Supplementary Documents

Section 3 Contract Forms:

Contract Agreement, Performance Security, Warranty Security, and Payment Security

Section 4 Part I: General Conditions of Contract Part II: Special Conditions of Contract

Volume II-B Part I: Bill of Quantities Part II: Specifications

- 8.2 The bidder is expected to examine carefully the contents of the Bidding Documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 27, bids which are not fulfilling strictly completely to the requirements of the Bidding Documents will be rejected.

9. Clarification of Bidding Documents

- 9.1 A prospective bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing or by fax (hereinafter, the term "fax" is deemed to include electronic transmission such as facsimile and cable) at the Purchaser's address indicated in the

Invitation to Bid.

The Purchaser will respond to any request for clarification which he receives earlier than 28 calendar days prior to the deadline for submission of bids. Copies of the Purchaser's response will be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry.

10. Amendment of Bidding Documents

- 10.1 At any time earlier than 15 days prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 8.1, and shall be communicated in writing or by fax to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum by fax to the Purchaser.
- 10.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may at his own discretion, extend the deadline for submission of bids, in accordance with Clause 21.

C. PREPARATION OF BIDS

11. Language and Measurement System of Bid

- 11.1 The bid, and all correspondence and documents related to the bid and exchanged between the bidder and the Purchaser shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided that they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 11.2 The Metric System of Units shall be employed in the bid, and in all correspondence and documents related to the bid and exchanged between the bidder and the Purchaser
- 11.3 Any documents and certificates issued in foreign countries shall be legalized as specified in Sub-Clause 4.5.

12. Documents Comprising the Bid

- 12.1 The bid submitted by each bidder shall comprise the following:
- (a) Duly filled-in Bid Form (Form A2)
 - (b) Bid Security (Form A3) furnished in accordance with Clause 16;
 - (c) Power of Attorney (Form A4) as provided for in Sub-Clause 4.1.(a) or 4.4.(c) as the case may be;
 - (d) Updated information or changes since Prequalification (Form A5) as provided for in Sub-Clause 4.1.(b);
 - (e) Joint Venture/Consortium Agreement (Form A6) as provided for in Sub-Clause 4.4(f), in the case the bidder is a joint venture or consortium;
 - (f) Subcontracting Agreement, if any;

- (g) Priced Bill of Quantities (Volume II-B, Part I); and
- (h) Supplementary documents as prescribed in Sub-Clause 4.2.

The documents listed in Volume I-B, Section 2 and Volume II-B, Part I shall be filled in without exception.

12.2 The bid shall be contained in two envelopes as prescribed below:

- Envelope 1: Technical Proposal containing

- Bid Security (Item (b) above);
- Power of Attorney (Item (c) above);
- Updated prequalification information (Item (d) above);
- Joint Venture/Consortium Agreement (Item (e) above), if any;
- Subcontracting Agreement (Item (f) above), if any; and
- Supplementary documents (Item (h) above).

- Envelope 2: Financial Proposal containing

- Bid Form (Item (a) above); and
- Priced Bill of Quantities (Item (g) above) including Schedule of Daywork Rates.

13. Bid Prices

13.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole Works as described in Sub-Clause 1.1, based on the schedule of unit rates and prices submitted by the bidder.

13.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the bidder will not be paid for by the Purchaser when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

13.3 The rates and prices quoted in the Bill of Quantities shall be inclusive of all relevant foreign taxes and duties but exclusive of all taxes, duties and levies imposed in the Republic of El Salvador with regard to the procurement of equipment and materials and the execution of works under the Contract.

13.4 The estimated amounts of all local taxes, duties and levies payable under the Contract including, but not limited to, IVA (Impuesto al Valor Agregado), business income tax, municipal tax, customs and import duties shall be indicated in the appropriate columns and sections in the Bill of Quantities, as instructed in the Preamble to Bill of Quantities.

The municipal tax will be borne by the Purchaser. Customs and import duties levied on temporarily imported equipment and materials for the Works will be exempted in accordance with Decree No. 43 dated May 18, 1994 of the Central American Uniform Customs Code (CAUCA). Payment or exemption of IVA and other taxes and duties shall be decided during the contract negotiation between the Purchaser and the successful bidder, and incorporated in the final Contract Price. Bidders shall, at their own responsibility, inquire about all local taxes and duties imposable on them under the Contract so as to calculate

- accurately the amounts of taxes and duties in their bids.
- 13.5 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on any account except as provided for in Clause 30 of the General Conditions of Contract.
- 14. Currencies of Bid and Payment**
- 14.1 The unit rates and the prices shall be quoted by the bidder separately in:
- (a) US Dollar for those inputs to the Works which the bidder expects to supply from outside the Purchaser's country (referred to as "the foreign currency requirements"); and
 - (b) US Dollar for those inputs to the Works that the bidder expects to supply from within the Republic of El Salvador.
- 14.2 Payment of the contract price shall be made in US Dollar.
- 14.3 The foreign currency requirements generally include the following:
- (a) Expatriate staff and labor employed directly on the Works;
 - (b) Social, insurance, medical and other charges relating to such expatriate staff and labor, and foreign travel expenses;
 - (c) Imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
 - (d) Depreciation and usage of imported Plant and Supplier's Equipment, including spare parts, required for the Works;
 - (e) Foreign insurance and freight charges for imported materials, Plant and Supplier's Equipment, including spare parts; and
 - (f) Overhead expenses, fees, profit, and financial charges arising outside El Salvador in connection with the Works.
- 14.4 Bidders may be required by the Purchaser to clarify any unit rates and prices quoted in their Bid, in which case the bidder shall provide a detailed Price Analysis of the rates and prices in question.
- 15. Bid Validity**
- 15.1 Bids shall remain valid for a period of 180 calendar days after the date of bid opening specified in Sub-Clause 24.1.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser 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 or by fax. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension, and in compliance with Clause 16 in all respects.
- 16. Bid Security**
- 16.1 The bidder shall furnish, as part of his bid, a bid security in the amount

of US Dollars Three Hundred Fifty Thousand (US\$ 350,000).

- 16.2 The Bid Security shall, be in the form of a bond or guarantee from a reputable bank, bonding or insurance company authorized by the Financial System Superintendence (Superintendencia del Sistema Financiero) of the Republic of El Salvador . The format of the bank guarantee shall be in accordance with the form of Bid Security (Form A3) given in Section 2. The Bid Security shall remain valid for a period of 28 days beyond the original validity period for the bid, and beyond any period of extension subsequently requested under Sub-Clause 15.2.
- 16.3 Any bid not accompanied by an acceptable Bid Security, in accordance with the Clause 15.1 and 15.2, shall be rejected by the Purchaser as non-responsive.
- 16.4 The Bid Security of a joint venture shall define as “bidder” all the joint venture partners and list them in the following manner: a joint venture consisting of “ _____ ” and “ _____ ”.
- 16.5 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 calendar days after the expiration of the period of bid validity.
- 16.6 The Bid Security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.7 The bid security may be forfeited
 - (a) If the bidder withdraws his bid during the period of bid validity period; or
 - (b) If the bidder does not accept the correction of his bid price, pursuant to Sub-Clause 28.2; or
 - (c) In the case of a successful bidder, if it fails within the specified time limit to:
 - (i) Sign the Agreement, or
 - (ii) Furnish the required Performance Security.

17. Alternative Proposals by Bidders

- 17.1 Bids shall be submitted in strict conformity with the requirements and specifications of the Bidding Documents. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Sub-Clause 27.2, regarding the rejection of bids which are not substantially responsive to the terms and conditions and specifications of the Bidding Documents

18. Pre-Bid Meeting

- 18.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the following place and date:

Place: Unidad de Adquisiciones y Contrataciones Institucional
(UACI)
Comisión Ejecutiva Portuaria Autónoma (CEPA)
Edificio Torre Roble, 5th Floor
Boulevard de Los Héroes
San Salvador, El Salvador

Date: 200

- 18.2 The purpose of the meeting is to provide a general explanation of the project, to clarify doubts and to answer questions made by potential bidders. Answers given in this meeting will not be considered as official.
- 18.3 Bidders who desire to make any official question to and get official answer thereto from the Purchaser, shall submit such question in writing to the Purchaser after the Pre-Bid Meeting and before expiration of the period for clarifications request as specified in SubClause 9.1.
- 18.4 Minutes of the meeting, including the text of the questions raised and the responses given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 8.1 which may become necessary as a result of the Pre-Bid Meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to Clause 10 and not through the Minutes of the Pre-Bid Meeting.
- 18.5 Bidders are advised to attend the Pre-Bid Meeting. However, nonattendance at the Pre-Bid Meeting will not be a cause for disqualification of a bidder. Bidders who do not attend the Pre-Bid Meeting shall assume the responsibility to comply with modifications to the Bidding Documents mentioned in Sub-Clause 18.4 above and which are communicated through an Addendum pursuant to Clause 10.

19. Format and Signing of Bid

- 19.1 The bidder shall prepare one (1) original and five (5) copies of the Bidding Documents comprising the bid as described in Clause 12 of these Instructions to Bidders, clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-Clauses 4.1.(a) or 4.4.(c), as the case may be. All pages of the Bid shall be numbered and stamped. The person or persons signing the bid shall initial all pages of the bid where entries or amendments have been made.

In the case the bid is submitted by a joint venture or a consortium, as stipulated in Sub-Clause 4.4, the Bid Form (Form A2) shall be signed by each member of the joint venture or consortium.

- 19.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Purchaser, or as necessary to correct errors made by the bidder, in which case such

corrections shall be initiated by the person or persons signing the bid.

D. SUBMISSION OF BIDS

20. Sealing and Marking of Bids

20.1 The bidder shall seal the original and each copy of the Envelope 1 and Envelope 2 specified in Sub-Clause 12.2 in an inner envelope and an outer envelope, duly marking the envelopes as "ORIGINAL" or "COPY".

20.2 The inner and outer envelopes shall

(a) be addressed to the Purchaser at the following address:

Unidad de Adquisiciones y Contrataciones Institucional (UACI)
Comisión Ejecutiva Portuaria Autónoma (CEPA)
Edificio Torre Roble, 5th Floor
Boulevard de Los Héroes
San Salvador, El Salvador

and

(b) bear the following identification:

- ENVELOPE 1 or ENVELOPE 2
- BID FOR PACKAGE B: PROCUREMENT OF CARGO HANDLING EQUIPMENT FOR LA UNION PORT DEVELOPMENT PROJECT
- BID REFERENCE NO.
- DO NOT OPEN BEFORE (time and date for bid opening defined in Sub-Clause 24.1).

20.3 In addition to the identification required in Sub-Clause 20.2, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause 22.

20.4 If the outer envelope is not sealed and marked as prescribed above, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

21. Deadline for Submission of Bids

21.1 Bids must be received by the Purchaser at the address specified in Clause 20.2 no later than 9:00 a.m. (El Salvador Standard Time) on 200...

21.2 The Purchaser may, at his discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with Clause 10, in which case all rights and obligations of the Purchaser and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

22. Late Bids

22.1 Any bid presented by the bidder after the deadline for submission of bids prescribed in Clause 21 will be rejected and returned unopened to

the bidder.

**23. Modification and
Withdrawal of
Bids**

- 23.1 Bidders may modify or withdraw their bids after bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline for submission of bids.
- 23.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy.
- 23.3 No bid may be modified subsequent to the deadline for submission of bids.
- 23.3 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in the forfeiture of the bid security pursuant to Clause 16.

E. BID OPENING AND EVALUATION

24. Bid Opening

- 24.1 The Purchaser will open the Envelopes 1 of the bids, including modified bids made pursuant to the Instructions to Bidders Clause 23, in the presence of bidders' designated representatives who choose to attend, at the time, date, and place indicated below:

Time and date: 9:15 a.m. (El Salvador Standard Time),

200

Place: Unidad de Adquisiciones y Contrataciones Institucional
(UACI),
Comisión Ejecutiva Portuaria Autónoma (CEPA)
at the address indicated in Sub-Clause 20.2

The bidders' representatives who are present shall sign a register evidencing their attendance.

- 24.2 The envelopes marked "WITHDRAWAL" will be opened first and the name of the bidders read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 23 will not be opened.
- 24.3 The bidder's name, the name and number of Bid Package, the presence or absence of the Bid Form, the Bid Security, the Power of Attorney and the Envelope 2, the documents listed in Sub-Clause 12.2 for the Envelope 1, and any such other details as the Purchaser may consider appropriate, will be announced and recorded by the Purchaser at the opening.

Any bid submitted without one of the documents listed below will be rejected at the bid opening:

- (a) Bid Form (Form A2)
- (b) Bid Security (Form A3)

- (c) Power of Attorney (Form A4)
 - (d) Envelope 2
- 24.4 The Purchaser will prepare a Minutes of Bid Opening, including the information disclosed to those present in accordance with Sub-Clause 24.3. The bidders' representatives will be requested to sign the Minutes.
- 24.5 The Envelope 2 of each bidder will be signed by the representatives of all bidders and will be kept unopened by the UACI.
- 24.6 The Purchaser will first evaluate the Technical Proposal in the Envelope 1 and inform the evaluation results to all the bidders, after approval of such results by JBIC. The retained bidders will then be invited to attend the opening of the Envelope 2: Financial Proposal.
- 24.7 Upon opening of the Envelope 2, the bidder's name, the name and number of Bid Package, the Bid Prices indicated on the Bid Form, including any alternative Bid Price or deviation, any discounts, the presence or absence of the Priced Bill of Quantities and other documents specified in Sub-Clause 12.2 for Envelope 2, and the proposed Completion Time will be announced and recorded on the Minutes of Bid Opening which will be signed by the members of the UACI Bid Reception and Opening Committee and by the representatives of all bidders.
- 25. Process to Be Confidential**
- 25.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of the Contracts shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.
- Any effort by a bidder to influence the Purchaser's processing of bids or award decisions shall result in the rejection of the bidder's bid.
- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids in accordance with Sub-Clause 28.1.
- 27. Preliminary Examination of Bids and Determination of Responsiveness**
- 27.1 Prior to the detailed evaluation of bids, the Purchaser will determine whether each bid
- (i) meets the eligibility criteria of JBIC ODA Loans;
 - (ii) has been properly signed;
 - (iii) is accompanied by the required securities;
 - (iv) is fully responsive to the requirements of the Bidding Documents; and
 - (v) provides any clarification and/or substantiation that the

Purchaser may require pursuant to Clause 26.

27.2 A fully responsive bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one

- (i) which affects in any substantial way the scope, quality or performance of the Works;
- (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the bidder's obligations under the Contract; or
- (iii) whose rectification would affect unfairly the competitive position of other bidders presenting fully responsive bids.

27.3 If a Bid is not fully responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

28.1 Bids determined to be fully responsive will be checked by the Purchaser for any arithmetic errors. Arithmetic errors will be rectified on the following basis:

- (a) if there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- (b) If there is a discrepancy between the unit rate and the total cost per item, that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost per item will be corrected unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost per item as quoted will govern and the unit rate corrected.
- (c) If there is a discrepancy between the total bid amount and the sum of total costs per item, the sum of the total costs per item shall prevail and the total bid amount will be corrected.

28.2 The amount stated in the Form of Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.7 (b).

29. Evaluation and Comparison of Bids

29.1 The Purchaser will evaluate and compare only the bids determined to be fully responsive in accordance with Clause 27 and qualified for award of Contract in accordance with Clause 4.

29.2 In evaluating the bids, the Purchaser will determine for each bid the Evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause 28;
- (b) excluding the Provisional and Contingencies amounts entered in the Summary of Bid Price;

(c) applying any discounts offered by the bidder for award; and

(d) excluding all taxes and duties; and

29.3 The Purchaser reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in the accrual of unsolicited benefits to the Purchaser shall not be taken into account in bid evaluation.

29.4 The bid evaluation shall take into account the price and other commercial features of the bid. In addition it will also take into account other criteria such as:

- Contractual and commercial deviations;
- Delivery schedule;
- Operating costs of the proposed Plant;
- Quality of all the proposed Plant;
- Functional guarantee of the proposed Plant;
- Local handling and transportation;
- Proposed prices of optional spare parts; and
- Availability of spare parts and maintenance service facilities.

F. AWARD OF CONTRACT

30. Award

30.1 Subject to Clause 32, the Purchaser will award the Contract to the bidder whose bid has been determined to be strictly responsive according to the Bidding Documents and which has offered the lowest Evaluated Bid Amount, according to Clause 29, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of Sub-Clause 3.1; and (ii) qualified in accordance with the provisions of Clause 4.

31. Contact with the Purchaser

31.1 Except for the purpose of bid clarification as provided in Clause 26, no bidder will contact the Purchaser on any matter relating to his bid, from the time of bid opening to the time of Contract award.

31.2 Any effort by a bidder to influence the Purchaser in his decision in respect of bid evaluation, bid comparison or Contract award may result in the rejection of the bidder's bid and his Bid Security may be forfeited

32. Purchaser's Right to Accept any Bid and to Reject any or all Bids

32.1 Notwithstanding Clause 30, the Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of the Contracts, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action.

32.2 A bidder whose bid is not accepted shall have no recourse against the Purchaser nor receive any indemnity whatsoever.

33. Notification of Award

33.1 Prior to expiration of the period of bid validity prescribed by the Purchaser, the Purchaser will notify the successful bidder by registered letter, or by fax confirmed by registered letter, that his bid has been

accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Purchaser will pay the Supplier in consideration of the execution and completion of the Works by the Supplier as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the furnishing by the successful bidder of a Performance Security, the Purchaser will promptly notify the other bidders that their bids have been unsuccessful.

34. Signing of Agreement

34.1 At the same time that the Purchaser notifies the successful bidder that his bid has been accepted, the Purchaser will send the bidder the Form of Agreement (Form C1) provided in Section 3 of the Bidding Documents, incorporating all agreements between the parties.

34.2 Within 14 days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Purchaser.

34.3 The successful bidder will be required to pay the stamp duty, if any, at the time of signing of the Agreement.

34.4 Upon fulfillment of Sub-Clause 34.2 above, the Purchaser will promptly notify the other bidders that their bids have been unsuccessful, and their Bid Security will be returned as promptly as possible, in accordance with Sub-Clause 16.5.

35. Performance Security

35.1 Within 28 days of receipt of the notification of award from the Purchaser, the Supplier shall furnish to the Purchaser a Performance Security in an amount equivalent to 10% percent of the Contract Price in accordance with the Conditions of Contract. The Performance Security shall be established in the form (Form C2) provided in Section 3 of the Bidding Documents and its conditions shall comply with Sub-Clause 10.1 of Section 4, Part II: Special Conditions.

35.2 Failure of the successful bidder to comply with the requirements of Clauses 34 or 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

Section 2

Bid Forms

LA UNION PORT DEVELOPMENT PROJECT

Bidding Documents for Package B: Cargo Handling Equipment

Volume I

Section 2 Bid Forms

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Form A1

Declaration of Intent To Bid

To: Unidad de Adquisiciones y Contrataciones Institucional (UACI)
Comisión Ejecutiva Portuaria Autónoma (CEPA)
Edificio Torre Roble, 5th Floor
Boulevard de Los Héroes
San Salvador, El Salvador

Re.: **La Unión Port Development Project**
Package B: Procurement of Cargo Handling Equipment

Dear Sir,

We have received the complete Bid Documents for the above referred Contract Package B, and would like to inform you that we intend to submit a Bid to you by the closing date for submission of bids as specified in the Bidding Documents.

Date: _____, 200..

Signature and Official Seal of Company (if any)

(Name of Signatory)

(Title of Signatory)

Name and Address of Company / Joint Venture

Form A2

Form of Bid

Name of Contract : Package B : Procurement of Cargo Handling Equipment for La Unión Port
Development Project

To : Unidad de Adquisiciones y Contrataciones Institucional (UACI)
Comisión Ejecutiva Portuaria Autónoma (CEPA)
Edificio Torre Roble, 5th Floor
Boulevard de Los Héroes
San Salvador, El Salvador

Dear Sir,

1. Having examined the Bidding Documents including the Instructions to Bidders, Conditions of Contract, Specifications, Bill of Quantities and Addenda No. _____ for the execution of the above-named Contract, and having visited the Site of the Contract Works and satisfied ourselves as to all conditions under which the said Contract Works must be performed, we, the undersigned, hereby offer to supply, deliver, install, test and complete such Works and remedy any defect therein in conformity with the Bidding Documents for the total Bid Price of:

US Dollars _____

(amount in words in block capitals or typed)

(_____)

(amount in figures)

as detailed in the Bill of Quantities attached hereto.

2. The enclosed completed Bid Forms and other information required by the Bidding Documents shall be read and construed as forming an integral part of this Bid and binding upon us.
3. We undertake, if our bid is accepted, to complete the whole of the Contract Works in accordance with the Bidding Documents and within a total period of _____ (_____) days.
(number of months in words) (in figures)
4. We also undertake, if our Bid is accepted:
 - (a) to send a representative having our Power of Attorney to negotiate the Contract with you on the date and time specified in your letter of invitation;
 - (b) to enter into and execute the Contract Agreement with you within twenty eight (28) days from the date of issuance of your Letter of Acceptance; and
 - (c) to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence.

Signature of Bidder _____

5. We agree to abide by this Bid until _____, 200., and it shall remain binding upon us and may be accepted at any time before that date.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 200..

Signature: _____

in the capacity of _____

duly authorized to sign Bids for and on behalf of

(in block capitals or typed)

Address _____

Witness _____

Address _____

Occupation _____

Signature of Bidder _____

Form A3

Bid Security (Bank Guarantee)

WHEREAS, _____ (name of Bidder)
(hereinafter called "the Bidder") has submitted his Bid dated _____ for the
execution of Package B: Procurement of Cargo Handling Equipment for La Unión Port Development
Project.

KNOW ALL PEOPLE by these present that We _____ (name of Bank)
of _____ (name of country) having our registered office at

_____ (hereinafter called "the Bank") are bound unto the Comisión Ejecutiva Portuaria Autónoma
(hereinafter called "the Purchaser") in the sum of _____

/1

for which payment well and truly to be made to the said Purchaser, the Bank binds himself, his
successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 200...

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
or
- (2) if the Bidder refuses to accept the correction of errors in his Bid;
or
- (3) if the Bidder fails within the specific time to send a representative having full Power of Attorney to negotiate the Contract Agreement with the Purchaser;
or
- (4) if the Bidder interferes in the processing of bids or award decisions,
or
- (5) if the Bidder, having been notified of the acceptance of his Bid by the Purchaser during the period of Bid validity;
 - (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

11 The Bidder shall insert the amount of the security in words and figures denominated in the currency prescribed in Clause 16.1 of the Instructions to Bidders. Attention of joint venture Bidders is drawn to Clause 16.4 of the Instructions to Bidders.

Signature of Bidder _____

- (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of any one or the conditions (1) to (5) mentioned above, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 28 days after the date of expiration of the Bid Validity as stated in the Instructions to Bidders, or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date _____ 200..

Name of the Bank: _____

Signature : _____ Seal _____

Name and Position of Signatory: _____

Witness _____

(signature, name, and address)

Witness _____

(signature, name, and address)

Signature of Bidder _____

Form A4

Power of Attorney (a. for Independent Bidders)

To: Unidad de Adquisiciones y Contrataciones Institucional (UACI)
Comisión Ejecutiva Portuaria Autónoma (CEPA)
Edificio Torre Roble, 5th Floor
Boulevard de Los Héroes
San Salvador, El Salvador

**Re: La Unión Port Development Project
Contract Package B : Procurement of Cargo Handling Equipment**

KNOW ALL PEOPLE by these presents, that we _____
_____ (name of company) duly organised and existing under the laws of
_____ (name of country) hereby duly authorise and extend complete
POWER OF ATTORNEY to the following named person to sign for and on behalf of the company,
all documents concerning the Bid, proposals, negotiations, contract and other documents as may be
necessary

Name in full: _____

Title: _____

Signature: _____

In Witness Whereof, the undersigned made this Power of Attorney under legal signature and
Company seal on this _____ day of _____ 200.

(Name of Company and Seal)

Signature: _____

(Name)

(Title)

Certified by Public Notary

(Name and Title)

(Signature and Seal)

Signature of Bidder _____

Form A4

**Power of Attorney
(b. for Joint Venture/Consortium Bidders)**

To: Unidad de Adquisiciones y Contrataciones Institucional (UACI)
Comisión Ejecutiva Portuaria Autónoma (CEPA)
Edificio Torre Roble, 5th Floor
Boulevard de Los Héroes
San Salvador, El Salvador

**Re: La Unión Port Development Project
Contract Package B: Procurement of Cargo Handling Equipment**

KNOW ALL MEN by these presents that we, the undersigned, authorised representatives of the respective companies named below who are partners of the Joint Venture/Consortium submitting a bid for the above-mentioned Package B, hereby duly authorise and extend complete POWER OF ATTORNEY to the following named person to sign for and on behalf of our companies, all documents concerning the Bid, proposals, negotiations, contract and other documents as may be necessary.

Name in full: _____

Title: _____

Signature: _____

In Witness Whereof, we executed this Power of Attorney under our legal signature and Company seal on this _____ day of _____ 200...

For: _____

(Name of 1st Company)

Name and title of signatory:

Signature & Seal: _____

For: _____

(Name of 2nd Company)

Name and title of signatory:

Signature & Seal: _____

Signature of Bidder: _____

Certified by Public Notary

(Signature and Seal)

(Name of signatory)

(Title of signatory)

Signature of Bidder _____

Form A5

Updated Prequalification Information

In accordance with the Instructions to Bidders Sub-Clause 4.1, the Bidder shall update information and supported documents submitted at the Prequalification stage. The Bidder's attention is drawn to the fact that:

- (a) the following conditions shall remain unchanged from the Prequalification stage:
 - (i) Equipment suppliers of the Bidder;
 - (ii) Members of the Joint Venture or Consortium; and
- (b) the financial status of the Bidder shall be equal to or better than that at the Prequalification stage.

Failure to comply with the above requirements shall result in rejection of the bid.

Signature of Bidder _____

Form A6

Joint Venture/Consortium Agreement

WHEREAS:

1. The Comisión Ejecutiva Portuaria Autónoma (hereinafter called "the Purchaser") has issued the Bidding Documents for the Contract Package B : Procurement of Cargo Handling Equipment for La Unión Port Development Project;
2. And the parties to the present Joint Venture (or Consortium) Agreement, comprising:

and

being represented by the Joint Venture (or Consortium) representative designated in Clause E below, desire to participate jointly in Bid for the above Contract Package B: Procurement of Cargo Handling Equipment.

NOW IT HAS BEEN JOINTLY AGREED UPON AND DECIDED:

- A. To appoint _____ (*Name of a partner*) as Sponsoring Member/Leading Company to represent and to act "for and on behalf" of the Joint Venture (or Consortium) and to sign in its name all documents, including the Bid and the Contract Agreement.
- B. That _____ as Sponsoring Member/Leading Company, shall hold itself responsible for the execution of the Contract, if awarded, and shall hold the Purchaser blameless for all consequences and damages in case of any claim by any third party, forthcoming from the execution of the Contract.
- C. That the above named partners of the Joint Venture (or Consortium) shall be jointly and severally liable for their respective and joint obligations pursuant to the Contract, if awarded.
- D. That the share of each company in the Joint Venture (or Consortium) will be as follows:

Member: _____ Share : _____ per cent (..... %)

Member: _____ Share : _____ per cent (..... %)

Member: _____ Share : _____ per cent (..... %)

Signature of Bidder _____

and that each company will participate in these same proportions in the expense and in the profit and loss of the Joint Venture (or Consortium). These partnership proportions will not be modified throughout the whole period of the Contract except with prior written consent of the Purchaser and joint written agreement of the participating companies. Irrespective of the relative size of the partnership proportions shown above, each of the companies, and also the Purchaser when necessary, shall have the right to fully supervise all aspects of the implementation of this Agreement, including the right to full access to all documentation relevant to the execution of the Contract such as financial records, purchase orders, receipts, list of plant and equipment, list of personnel, subcontract agreements, correspondence, fax, etc.

- E. That the power to sign for and on behalf of the Joint Venture (or Consortium) shall vest in the person of _____ in his capacity as _____ of _____.
- F. That this Agreement will become effective immediately upon receipt of the Letter of Acceptance issued by the Purchaser.
- G. That this Agreement shall automatically be null and void if the Contract is not awarded to the Joint Venture (or Consortium).

In Witness Whereof the participating parties have hereto placed their signature and seals at _____, on this _____ day of _____ 200..

For: _____
(Name of 1st Company)

Name and title of signatory:

Signature & Seal: _____

For: _____
(Name of 2nd Company)

Name and title of signatory:

Signature & Seal: _____

For: _____
(Name of 3rd Company)

Name and title of signatory:

Signature & Seal: _____

Signature of Bidder _____

Certified by Public Notary

(Signature and Seal)

(Name of signatory)

(Title of signatory)

Signature of Bidder _____

Form A7

Subcontracting Agreement

This Agreement made and entered into the _____ day of _____, 200, by and between _____
(Name and address of the bidder) (hereinafter referred to as "the Bidder") of the one part and _____
(Name and address of the subcontractor) (hereinafter referred to as "the Subcontractor") of the other part;

WHEREAS the Bidder is desirous to submit a bid for Package B: Procurement of Cargo Handling Equipment for the La Unión Port Development Project, as invited by the Comisión Ejecutiva Portuaria Autónoma (hereinafter called "the Purchaser"), and has requested the Subcontractor to manufacture/supply (erection, testing, etc.) of the Plant described in Clause 1 hereafter on a subcontracting basis, if his bid is accepted;

AND WHEREAS the Subcontractor has agreed to manufacture/supply (erect, test, etc.) the said Plant in accordance with the terms and conditions set forth herein;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Plant to be manufactured/supplied (erected, tested, etc.) by the Subcontractor shall comprise the following:

(Describe the Plant in detail)

2. The value of the Plant mentioned in Clause 1 above shall be:

(Amount in words) (_____) (Amount in figures),
equivalent to _____ percent (____%) of the Bid Price.

3. The schedule and procedure of Payment for the Plant under this Agreement shall follow the payment terms and conditions set forth in the Contract between the Bidder and the Purchaser and shall be decided by mutual agreement between the Bidder and the Subcontractor after signing of the said Contract.
4. The Subcontractor shall not sublet the whole or part of the manufacture/supply (erection, testing, etc.) work under this Agreement to any third party.
5. The Subcontractor shall, in the performance of his duties under this Agreement, comply with all such terms and conditions of the Contract referred to in Clause 3 above as applicable to the Plant to be manufactured/supplied (erected, tested, etc.) by the Subcontractor, and shall bear full responsibility towards the Bidder for due compliance with such terms and conditions.

Signature of Bidder _____

6. The Bidder shall be fully responsible towards the Purchaser, if his bid is accepted, for the acts, defaults and neglects of the Subcontractor, his agents or employees, in the execution of the Contract referred to in Clause 3 above.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed with their respective signature and seals placed hereupon the day and year first above written.

For THE BIDDER:

For THE SUBCONTRACTOR:

(Signature & Seal)

(Signature & Seal)

(Name of Signatory)

(Name of Signatory)

(Title of Signatory)

(Title of Signatory)

Certified by Public Notary

(Signature and Seal)

(Name of signatory)

(Title of signatory)

Signature of Bidder _____

Form B1

List of Bid Supplementary Documents

The following supplementary documents are submitted along with the Bid as prescribed in the Instructions to Bidders Sub-Clause 4.2:

Form No.	No. of Sheets	Remarks
B1	_____	_____
B2	_____	_____
B3	_____	_____
B4	_____	_____
B5	_____	_____
B6	_____	_____
B7	_____	_____
B8	_____	_____
B9	_____	_____
B10	_____	_____
B11	_____	_____
Others: (cite)	_____	_____

Date: _____, 200..

Signature and Official Seal of Company (if any)

(Name of Signatory)

(Title of Signatory)

Form B2

Disbursement Schedule

Indicate below the proposed disbursement schedule for all payments in both foreign and local currencies under the Contract, if awarded (refer to Clause 33 of the Conditions of Contract).

Payment	Due Date	Amount	Percentage to Contract Price (%)

Form B3

Organization Chart and Key Personnel

Provide the Supplier's organisation, name and address of Supplier's Representative, during the following stages of the Contract:

- (a) Manufacturing or fabrication;
- (b) Delivery, erection, tests and commissioning; and
- (c) Training.

The line of command for any major Subcontractor and suppliers shall be included.

Provide curricula vitae of the key personnel, i.e. the Supplier's Representative, the technical coordinator, the team leaders for installation and/or training program.

Each curriculum vitae shall show the following details:

- A. Proposed position
- A. Name
- C. Date of birth
- D. Nationality
- E. Highest educational level and degrees/certificates
- F. Specialty
- G. Registration/membership of Professional Societies or Institute
- H. Employment record (name and business of each employer together with periods of each employment)
- I. Years of experience in electrical/mechanical works
- J. Languages
Indicate the proficiency levels ("Excellent", "Good" or "Poor") of written and spoken languages, including the mother tongue.
- K. Project experience for each major project employed on, listing:
 - (i) project name, location and value,
 - (ii) position held (e.g. Project Manager, QA/QC Engineer, Structural Engineer, Crane Assembling Engineer, Mechanical Engineer, Electrical Engineer, etc.)
 - (iii) assignment period on project (duration in month),
 - (iv) brief details of project and work undertaken, highlighting those related to the major work items proposed for the Works
- L. Scheduled period of involvement in the Works
- M. Scope of responsibility and authority

Form B4

Work Programme and Execution Method

Provide a bar chart / CPM chart to show each of the major work aspects separately for each equipment:

- A. Design and preparation of detailed design
- B. Manufacturing / fabrication / assembly works
- C. Factory testing works
- D. Delivery preparation works
- E. On site installation / erection works
- F. Site trial / testing
- G. Test for completion
- H. Training

The program shall show clearly the expected duration, sequence and relation of all major operations and the breakdown work activities, and highlight all critical operations or workactivities which directly affect the Time for Completion. The program shall provide sufficient details and milestones for effectively monitoring the work scheduland evaluation of responsiveness.

The execution method of each work component shall also be detailed.

Form B5

Details of Suppliers/Subcontractors

Supplier / SubContractor		Work or equipment Supplied / sub-contracted
Name	Address	

Also include:

Full details (as required at the time of applying for Prequalification and as stated in Sub-Clause 4.1 of the Conditions of Contract) for any proposed Sub-contractor / suppliers / manufacturers, including brochure or other document to illustrate and describe the firm and its experience.

The Bidder's attention is drawn to Sub-Clause 4.3 of the Instructions to Bidders.

Form B6

Authorization

- (a) For any Bidder who is registered as a subsidiary company, a guarantee of the parent or holding company for the legitimacy and financial capability of the Bidder in execution the Works is required;
- (b) For any Bidder who is an authorized representative of a supplier, a certificate issued by the supplier authorising him to execute the Works is required.

The Bidder's attention is drawn to Sub-Clause 4.7 of the Instructions to Bidders.

Form B7

Plant Details

For each type of equipment proposed, provide the list and such details as:

- (a) General arrangement / information;
- (b) Photo and catalogues of similar equipment;
- (c) Experience / performance in application of similar equipment;
- (d) Construction drawings
- (e) Construction specifications

The following documents and drawings shall be submitted as a minimum for each particular equipment proposed:

1. Quayside Gantry Cranes

- Experience list of container handling cranes, spreaders and drive control systems for the last five (5) years.
- Documentary photographs of all aspects of the crane (if applicable).
- List of applicable standards.
- Crane general arrangement, including the principal dimensions and features of the crane and the duty cycle calculation for operational conditions.
- Rope reeving arrangement with method ofreeving.
- Basic design drawing rope tensioning.
- Trolley general arrangement.
- Operator's cabin arrangement including the operator's desk.
- General arrangement of the gantry travelling system.
- Spreader general arrangement, including the head block.
- Machinery house general arrangement.
- Walkways, stairs and platforms layout with specifications.
- Detailed technical data and information on connection between hoistable boom and girder.
- Electrical arrangement, including a rough presentation of;
 - Electrical room general arrangement.
 - Single line diagram of the installation (including component locations).
- Specification of a list of alarms and their origination.
- Specifications including make/type of the following equipment;
 - e-motors, couplings, reducers and brakes for the main motions.
 - gantry and trolley wheels
 - rail clamps
 - spreader
 - ropes, drums and sheaves
 - maintenance hoist in machine house
 - buffers
 - trolley rails, rail clips and rail pad

- paint system
- electrical switchgear, power factor correction and net filters
- main and auxiliary transformers
- flexible power cable and cable reel
- festoon system to trolley
- power supply system to spreader, including details of cable and basket
- crane control system (PLC)
- crane maintenance system
- Manufacturing locations of the main parts.
- A recommendation for spare parts for a period of two years of operation.
- A recommendation for service and maintenance activities.
- Loading condition on the runway.
- Calculation whether uplift occurs.
- Training program.
- Quality Assurance (QA) plan including an inspection and test schedule.

The Bidder shall fill out the following tables

- Wheel Loads

	landside rail (ton/wheel)	waterside rail (ton/wheel)
Full operation condition		
Out of operation in parking position		

- Overview of speeds and acceleration for hoisting and trolley travelling

	Working load under spreader (tons)					
	0	10	20	30	40	
Main hoist speed	150				65	m/min
Main hoist accel.	0.8				0.6	m/s ²
Trolley travel speed	150				150	m/min
Trolley travel acc. /decel.	0.5				0.5	m/s ²

Note: The speed, acceleration and deceleration at 0 and 40 t loads as indicated above are the minimum figures. The Supplier shall define the exact figures in the whole table taking into consideration the fact that the crane shall operate with a speed and acceleration and deceleration which are in accordance with the specified rated (peak-) number of complete cycles per hour.

- Overview of speeds and acceleration for gantry travelling

	Wind speed (m/s)										
	0.0	2.5	5.0	7.5	10.0	12.5	15.0	16.0	20.0	22.5	
Gantry travel speed								45			m/min.

Note: The gantry crane travelling speed at a wind velocity of 16.0 meters per second as indicated above are the minimum figures. The Supplier shall define the exact figures in the whole table taking

into consideration the fact that the crane shall operate with a speed and acceleration and deceleration which are in accordance with the specified rated (peak-) number of complete cycles per hour.

- Details of motors of the main motions

AC/DC type description	
Manufacturer	
Type	
Nominal power	
Duty cycle	
Nominal speed	
Speed control range	
Nominal supply voltage	
Nominal current	
Nominal torque	
Maximum torque	
Frame size	
Type of construction	
Weight	
Protection class	
Insulation class	
Maximum ambient temperature	
Cooling	

Form B8

Manufacturing Details

Provide the list / location / details of place or places (factory and location) where the proposed equipment components will be manufactured and where they will be assembled. Give details of factory quality control plan, i.e. manufacturing inspection flow, list of inspections and tests.

Form B9

Spare Parts and Maintenance Service

Provide details of spare parts and maintenance service in accordance with Sub-Clause 28.12 of Section 4, Part II; Special Conditions, and Section 10006 of the Specifications.

Form B10

Local Agent

Provide details of the proposed local agent in accordance with Sub-Clause 28.11 of Section 4, Part II; Special Conditions.

Form B11

Training Programme

Provide details of the proposed training program in accordance with Sub-Clause 28.10 of Section 3, Part II: Special Conditions. The training program shall be conducted on the equipment at the manufacturer's factory and in actual working / service conditions (both day and night) to cover all aspects of the equipment operation and maintenance, and shall be in accordance with Section 10008 of the Specifications. The training program shall be implemented before the issuance of the Taking-Over Certificate.