

TENDER DOCUMENTS
FOR
SUPPLY TENDERS FINANCED
FROM TACIS FUNDS
FOR

**SUPPLY AND DELIVERY OF CARGO AND
CONTAINER HANDLING EQUIPMENT FOR
THE COTTON EXPORT LOGISTICS
CENTRE NEAR BUKHARA (UZBEKISTAN),
AND FOR THE SEA PORTS OF BAKU
(AZERBAIJAN), TURKMENBASHI
(TURKMENISTAN), POTI (GEORGIA)
ILLIYCHOVSK (UKRAINE) AND ALMATY
(KAZAKHSTAN)**

07/1997

COMMISSION

OF THE EUROPEAN COMMUNITIES

A. TENDER DOSSIER

**A1. INVITATION AND INSTRUCTIONS
TO TENDERERS**

**SUPPLY AND DELIVERY OF CARGO AND CONTAINER HANDLING
EQUIPMENT FOR THE COTTON EXPORT LOGISTICS CENTRE NEAR
BUKHARA (UZBEKISTAN), AND FOR THE SEA PORTS OF BAKU
(AZERBAIJAN), TURKMENBASHI (TURKMENISTAN), POTI (GEORGIA)
ILLIYCHOVSK (UKRAINE) AND ALMATY (KAZAKHSTAN)**

TNREG 97-55

INVITATION TO TENDER

FOR A PROJECT FINANCED FROM TACIS FUNDS

The European Commission (hereinafter Contracting Authority) invites tenders for Supply and Delivery of Cargo and Container Handling Equipment for The Cotton Export Logistics Centre near Bukhara (Uzbekistan), and for the Sea Ports of Baku (Azerbaijan), Turkmenbashi (Turkmenistan), Poti (Georgia), Illiychevsk (Ukraine) and Almaty (Kazakhstan).

The following documents are issued to enable you to tender

- a. Instructions to Tenderers
- b. Special Tender Conditions for Supply Contracts
- c. Technical Specifications
- d. Schedule of Prices
- e. General Regulations for Tender and the Award of Supply Contracts
- f. Tax and Customs Arrangements
- g. Form of Bank Guarantee

These documents constitute the complete tender dossier.

Contract Form and General Conditions for Supply Contracts financed from Tacis Funds are attached for information only.

The total budget available for this contract amounts to : ECU 7,200,000

Tenders must be submitted, marked as such to:

Tacis Procurement Unit

and have been received at

**rue Belliard 23a,
B - 1040 Brussels**

at the latest

on **22 September 1997** at **16.00 hours** local time

EUROPEAN COMMISSION

Directorate General IA

External Relations: Europe and the Newly Independent States.

Common Foreign and Security Policy, External Service

Directorate C - Relations with the New Independent States and Mongolia

C1 Horizontal Matters including Tacis

EURO No.:Instructions to Tenderers

By submitting a tender, the Tenderer accepts in full all the Special and General Conditions contained in this tender dossier as the sole basis for the tender, waiving his own conditions of contract. These Instructions to Tenderers take precedence over the General Regulations for Tenders and Award of Supply contracts financed from Phare/Tacis funds.

Tenderers are expected to carefully examine and respect all instructions, forms, Terms of Reference and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will generally result in the rejection of the bid.

A. Participation

The general provisions for eligibility are defined in Article 1 of the General Regulations for Tenders and the Award of Supply Contracts financed from Phare/Tacis Funds.

The Contracting Authority reserves the right to reject any Tenderer or any consortia or one or more proposed members of a consortium or any subcontractor who do not comply with the rules on eligibility.

The participation of local firms or experts (i.e. of the partner country) is highly welcomed and will be taken into account in the evaluation.

All goods and equipment offered and supplied must originate in a member state of the European Community or in one of the recipient states of the Tacis programme.

B. Conditions for Submission of Tenders

Tenders will be accepted only if they comply with the following conditions:

1. Tenders must be submitted to the Contracting Authority and have been received at the place and by the time mentioned in the Invitation to Tender.

Tenders may be sent by registered post with advice of reception, express mail or delivered by hand against receipt signed by the Contracting Authority's representative.

2. All tender proposals and documents must be submitted in a sealed envelope bearing only:

- a) The name and address specified for submission of tenders at point 1;
- b) The following reference on the envelope: "Invitation to tender TNREG 97-55, Supply and Delivery of Cargo and Container Handling Equipment for The Cotton Export Logistics

Centre near Bukhara (Uzbekistan), and for the Sea Ports of Baku (Azerbaijan), Turkmenbashi (Turkmenistan), Poti (Georgia), Illiychevsk (Ukraine) and Almaty (Kazakhstan).

c) Name and address of the Tenderer;

d) The indication: „Not to be opened before the tender opening session“

3. This envelope must contain two separately sealed envelopes („double envelope system“):

3.1 One sealed envelope containing the technical proposal (two originals and five copies) as described below (C1). This envelope must be marked „technical proposal“ and indicate the project title and number and the name of the Tenderer; and

3.2 One sealed envelope containing the financial proposal (one original and two copies) as described below (C2). This envelope must be marked „financial proposal“ and indicate the project title and number and the name of the Tenderer.

C. Content of Tenders

The tender submitted by the Tenderer shall fully comply with the requirements set out in the tender dossier and comprise:

1. **A Technical Proposal** consisting of

1.1 the detailed description of the supplies tendered in conformity with the requested technical requirements, including instruction manuals and documentation as appropriate;

1.2 a list of manufacturer's recommended spare parts

1.3 a proposal of after-sales services

1.4 a training proposal

2. **A Price Proposal** for:

2.1 the supplies tendered

2.2 the spare parts

2.3 the after-sales services

2.4 the training proposal

Prices should be quoted free of all duties and other charges, including VAT, as the communities are exempted from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities.

3. A Bank Account to which payments may be made

4. A Statement by the Tenderer certifying his eligibility and a document attesting his nationality.

5. A statement by the Tenderer attesting the origin of the supplies tendered (and certificate(s) or other evidence of origin).

6. Duly authorised signature

7. A statement of compliance with the commercial warranty required
8. A Bid Bond covering 2% of the total bid price.

D. Variant Solutions

A Variant solution is an offer which suggests equipment alternative to that requested in the Specifications and which will better satisfy the requirements of the recipient. One variant solution is allowed, provided that a conforming solution is also submitted and that Art. 7 of the General Regulations for Tenders and the Award of Supply Contracts financed from Phare/Tacis funds is complied with.

E. Selection of the Supplier

1. Firstly the evaluation committee will carry out an initial examination of the conformity of tenders, excluding prices. If necessary, the evaluation committee may request Tenderers by telex or fax to give further details to clarify the content of their tenders. Tenders which remain incomplete with regard to major items or which contain reservations considered by the evaluation committee to be substantial will be rejected.
2. The technical proposals shall be evaluated, in particular, with regard to:
 - Conformity of the equipment offered with the specifications.
 - The quality of the equipment, its functionality, its cost effectiveness.
 - The compliance with quality and environmental standards.
 - The delivery time schedules.
 - Previous experience in Tacis or Phare is not taken into consideration.
3. The technical evaluation may include a presentation of the proposal by the Tenderer for clarification purposes. If required, this presentation will take place on the date and at the place communicated by the Contracting Authority in due time. The results of this presentation will be integrated into the final assessment of the Tender.
4. On the basis of this technical evaluation, the financial proposals shall be opened for those tenders which are technically acceptable (that is ranked minimum 65 out of 100); the economically most advantageous offer shall be proposed for the conclusion of a contract, provided that (i) the total price is within the scope of the funds available and (ii) the unit prices are all in line with the market. The economic rating is found by weighing the technical proposal 70% and the financial proposal 30%.
5. The Contracting Authority reserves the right to deal with any Tenderer of its choice for any or more parts of the tender and is not bound either to accept the lowest or any offer to award any contract.
6. Tenderers will be informed of the decision on their bid(s).

F. Conditional Clause

Save as provided in the General Regulations for Tenders and the Award of Supply Contracts financed from Phare/Tacis funds, the present open tender and the award of the contract are

subject to the financing decision of the Commission of the European Commission and to the approval by the Partner State of the relevant project.

In the event that either the Commission of the European Commission does not deliver its decision, or the Partner State does not approve the relevant project, the present open tender will be cancelled in compliance with the provisions of the General Regulations.

By submitting a tender, the Tenderer accepts in full the present clause F.

G. Interventions or representations

During the evaluation period (i.e. from the tender closing date until the signature of the contract) any interventions or representations by tendering firms or by others on their behalf or in their favour are not permitted.

Should there be any such intervention or representations this may lead to the exclusion of the Tenderer concerned.

The Commission reserves the right to bring any interventions or representations to the attention of all participating Tenderers.

H. Validity and Conditions of Tenders

1. The Tenderer is bound by his offer for a period of 60 calendar days as from the final date for the submission of tenders. The Tenderer selected shall be bound by his tender for a further period of 60 days (Article 16 of the General Regulations for Tenders and the Award of Supply Contracts financed from Phare/Tacis funds).
2. Any request for supplementary information by any Tenderer during the tendering period should be submitted to the Contracting Authority in written form (letter, telex or fax). The Contracting Authority will, where appropriate, answer such requests in the form of an addendum to the tender dossier which will be sent simultaneously to all invited firms. If no answer is given, the tender conditions remain unchanged.

ANNEX

LIST OF BENEFICIARY COUNTRIES

TACIS

The list of beneficiary countries comprises all countries to which Council Regulation 2053/93 (JOCE L201 of 29.07 1993) applies at the closing date for the submission of tenders. They are at the date of 1.12.1993:

- Armenia
- Azerbaijan
- Belarus
- Georgia
- Kazakhstan
- Kyrgyzstan
- Moldova
- Mongolia
- Russian Federation
- Tadjikistan
- Turkmenistan
- Ukraine
- Uzbekistan

For updates contact Advisory Service

A2. SPECIAL TENDER CONDITIONS

FOR SUPPLY CONTRACTS

SPECIAL TENDER CONDITIONS FOR SUPPLY CONTRACTS

Project Title:

Supply and Delivery of Cargo and Container Handling Equipment for The Cotton Export Logistics Centre near Bukhara (Uzbekistan), and for the Sea Ports of Baku (Azerbaijan), Turkmenbashi (Turkmenistan), Poti (Georgia) and Illiychevsk (Ukraine)

Tender Number: **TNREG 97-55****Article 1****SUBJECT**

1. Supply the following goods:
 - Item 1: four (4) 41t Reach Stackers
 - Item 2: four (4) 42t Forklift Trucks
 - Item 3: one (1) 35t RoRo Forklift Truck
 - Item 4: one (1) 37t Forklift Truck
 - Item 5: Twelve (12) 2.5t Forklift Trucks
 - Item 6: Fifteen (15) 2.5t Forklift Trucks
 - Item 7: Two (2) Fire Fighting Vehicles
 - Item 8: Four (4) RoRo Tractors
 - Item 9: Four (4) Terminal Tractors
 - Item 10: Ten (10) 38t/40' Terminal Chassis
 - Item 11: Eight (8) 38t/40' Yard Trailers
 - Item 12: Ten (10) Platform Leveller
 - Item 13: One (1) Weighing Equipment
 - Item 14: Fifteen (15) Communication Equipment/Walkie Talkies
 - Item 15: EDP Hardware, software and training
 - Item 16: One (1) Two-way Shunting Vehicle
 - Item 17: One(1) Shunting Locomotive

The supply of Items 3, 7, 16 and 17 is kept optional.

2. The supplies tendered must fully conform with the detailed description set out in the Technical Specifications.
3. Variant solutions may be proposed as a separate quotation in addition to the present tender.
4. Offers must be accompanied with descriptive literature, instruction manuals, catalogues, brochures or pamphlets for all items offered in English.
5. This tender includes the supply of
 - 5.1. Manufacturer's recommended spare parts for a period of two (2) years (except Item 15)

5.2. *not applicable*5.3. *not applicable*

5.4. Training and instruction in the use of the goods supplied.

Article 2**VARIATION OF QUANTITIES**

The Contracting Authority reserves the right to purchase, based on the unit-price tendered 20% less or more than the quantities of goods indicated under Article 1 above.

Article 3**PLACE OF DESTINATION/DELIVERY**

1. The supplies must be delivered CIF to:
 - Almaty**, Kazakhstan, and installed, ready for acceptance: 1 of item 2
 - Bukhara**, Uzbekistan, and installed, ready for acceptance: 1 of item 1, 2 of item 2; 12 of item 5; 12 of item 6; 8 of item 11; 10 of item 12; 1 of item 13; 15 of item 14; 4 of item 15;
 - Baku**, Azerbaijan, and installed, ready for acceptance: 1 of item 1; 1 of item 2; 3 of item 6; 2 of item 9; 2 of item 10;
 - Turkmenbashi**, Turkmenistan, and installed, ready for acceptance: 1 of item 4; 2 of item 9; 8 of item 10;
 - Poti**, Georgia, and installed, ready for acceptance: 1 of item 1; 2 of item 8;
 - Illiychevsk**, Ukraine, and installed, ready for acceptance: 1 of item 1; 2 of item 8;

The optional supplies must be delivered CIF, if contracted, to:

Illiychevsk, Ukraine, and installed, ready for acceptance: 1 of item 3; 1 of item 7;

Poti, Georgia, and installed, ready for acceptance: 1 of item 7; 1 of item 16 or 1 of item 17;

2. The supplies must be delivered within ten (12) months from contract commencement.

The supplies for Almaty and Bukhara shall not be delivered before April 1998.

3. All risks insurance from "warehouse to warehouse" in amount equal to 110% of CIF-value in ECU to be made in the name of the Contracting Authority.
4. Packing must be as per accepted international standards for air/surface transportation taking into account the climatic conditions prevailing in Kazakhstan, Uzbekistan, Azerbaijan, the Ukraine and Georgia at the time of delivery.
5. A Works Test Certificate is required for all items. The Tender must confirm the inspection requirements will be met.

Article 4

ACCEPTANCE

1. Delivery shall be subject to pre-shipment inspections and provisional and final acceptance by the Contracting Authority's duly-authorised representatives.
2. Pre-shipment inspections by the Contracting Authority's duly-authorised representatives shall take place just before shipment of the equipment. The Contractor will be responsible for the inspectors' travel (from a EU location) and accommodation costs.
3. Provisional acceptance shall take place within one week after the tendered supplies are installed and fully operational.
4. Final acceptance shall take place upon expiration of the warranty period, and shall be pronounced upon the condition that the goods supplied are found in full

working order and are compliant with the tender specifications.

Article 5

WARRANTY/AFTER-SALES SERVICES

1. The Tenderer shall provide a warranty for quality and performance of the goods supplied as defined in Article 14 of the General Condition for Supply Contracts for a period of 12 months as from the date of provisional acceptance.
2. The Tenderer shall provide or secure the provision of reliable and regular after-sales and maintenance service thereafter at the places of destination, guaranteeing the upkeep and repair of the goods supplied and the rapid replenishment of spare parts.

The Tenderer shall state in detail how he proposes to meet this obligation including the duration for which the service is guaranteed available.

Article 6

SPARE PARTS

The Tenderer shall offer manufacturer's recommended spare parts and consumables for all units, including those that require replacing more frequently (e.g. fast moving, exposed to heavy duty use) in quantities needed for 24 months of normal operation. The Tenderer shall submit a list of these spare parts and consumables drawn up in the light of his professional experience and taking account of the places of use. The spare parts shall be supplied with the goods purchased.

Article 7

ACCESSORIES: *not applicable*

Article 8

TRAINING:

The Contractor shall place at his cost a competent representative at the ports of Illiyshevsk, Poti, Baku, Turkmenbashi and in the Bukhara Cotton Centre and in Almaty to hand over all supplies in operational condition. The Contractor shall at least perform three weeks of equipment familiarisation in Bukhara and at least three weeks in each of the other locations.

Article 9

PRICES

1. Prices must be expressed in European Currency Units (ECU). Tenders in any other currency will be rejected.
2. Prices must be quoted separately for:
 - 2.1. the goods to be supplied: as unit and overall prices, calculated ex-works or ex-warehouse
 - 2.2. the full cost of delivery of the goods to the place(s) of destination including packing, insurance, transportation etc.
 - 2.3. the full cost of unpacking, installation and putting into operation ready for acceptance at the place(s) of putting into operation.
 - 2.4. the full cost of distribution of the goods from the place of destination to the place(s) of putting into operation and the unpacking, installation and putting into operation there.
 - 2.4. Spare parts and consumables:
 - 2.4.1. individually item by item
 - 2.4.2. as total value, expressed as a percentage of the overall value of the goods to be supplied.
 - 2.6. After-sales service:
not applicable
 - 2.7 Training/Equipment Familiarisation

- as a lump sum

3. All prices quoted are firm and not subject to revision.
4. Prices must be quoted excluding all duties and taxes levied by the beneficiary country on the import of supplies, or other such as on their manufacture, stamp and registration duties.

Article 10

PAYMENTS

1. Payments shall be made as follows:

Advanced Payment

representing 60% of the total Contract Price

Presentation date: upon signature of contract

Required documents:

- Commercial invoice
- bank guaranty

Interim Payment

representing 30% of the total Contract Price

Presentation date: upon handing-over of the equipment and at provisional acceptance

Required documents:

- Commercial invoice
- "Handing-Over Certificate" of the provisional acceptance duly signed by the appointed representative of the Commission

Final Payment

representing 10% of the total Contract Price

Presentation date: on expiry of the guarantee period and at final acceptance

Required documents:

- Commercial invoice
- "Final Acceptance Certificate" of the final acceptance duly signed by the appointed representative of the Commission

However, payment of the 10% balance may be made if the Supplier provides a Performance Security/Payment Guarantee covering 10% of the total

Contract Price for warranty obligations. The Performance Security/Payment Guarantee for warranty obligations will be released by the Purchaser on presentation of the "Final Certificate of Acceptance".

2. Payment shall be made in ECU.
3. Payments shall be authorised by the Contracting Authority's duly-authorised representatives acting on behalf of the Purchaser.
4. Payment shall be made within 60 days as from receipt by the relevant authority of the supplier's request and the required documentation in full.

Article 11

TECHNICAL DOCUMENTATION

1. Prior to the final inspection, the Contractor shall supply the technical documentation as described hereinafter, in English and Russian languages.
2. Operating, maintenance and parts catalogues for each equipment category for each location and all its mechanical and electrical parts shall be provided in four (4) copies in Russian and two (2) copies in English.

The documentation shall be comprehensive to the extent that in the event of a failure of a working part of any manufactured component, maintenance personnel will be able to refer to the Parts Data Books to obtain the model number of the component and order the required part without being compelled to dismantle the component.

These Books will be utilised in training inexperienced personnel for operations and maintenance and shall be based on the Specifications for the operations, maintenance and illustrated spare parts manual as described in paragraph 3 hereinafter.

3. Specifications of the Operations, Maintenance and Illustrated Spare Parts Manual
The Manual shall consist of the following:

- 3.1 General Description of the Equipment, its systems and mode of operation.

- 3.2 Operation Instructions

This chapter will include the following paragraphs:

- Pre-operation check-out
- Start-up procedure
- Operations procedure (operations limitation should be stated clearly)
- Shut-down procedure
- Moving procedure
- Emergency procedure
- Changing attachment procedures.

- 3.3 Preventive Maintenance Procedures

This chapter will include procedures for periodic cleaning, oiling, greasing, check-out, adjustments, etc. separately for each period inspection in the following frequencies:

- daily
- weekly
- monthly
- three-monthly
- semi-annually
- annually

and shall provide the following data elements:

- System application
- Location
- Description of the work to be performed
- Adjustment to be performed
- Type of oil/grease/compound to be used when performing the work.

The Contractor shall provide the Purchaser with maintenance cards to be used by the crew for all preventive maintenance procedures in the form of check-lists, inspection and regulating reports and records, etc.

- 3.4 Maintenance Instructions

This chapter will include instructions and procedures for replacement of

parts of components, adjustments and disassembly, repair, overhaul, assembly and testing of components.

3.5 Spare Parts Catalogue

This chapter will include:

Illustrated parts breakdown (sub-contractor items included) with a set of section drawings or axonometric drawings. Each drawing shall include the following data elements:

- Drawing number
- Item number on the drawing
- Item's description
- Sub-contractor's part number (where applicable)
- Quantity per assembly.

The following diagrams shall be included:

- Wiring diagram
- Hydraulic diagram
- Load diagram

4. The Contractor shall prepare framed, plastic-coated lubrication charts for all systems showing all points to be lubricated, type of lubricant to be used at each location and recommended frequency of lubrication.

In order to enable usage of lubricants available in Azerbaijan, the Contractor will provide, upon signature of the contract, a list of recommended lubricants.

A3. TECHNICAL SPECIFICATIONS

(ANNEX A)

A4. SCHEDULE OF PRICES

(ANNEX B)

SUMMARY OF BILLS

SCHEDULE OF PRICES

Name of Supplier _____ Contract Number _____ Page _____ of _____

1	2	3	4	5	6	7
Bill	Description	Quantity	UNIT PRICE FOB Port of Loading (Specify Port)	UNIT PRICE CIF Port of Discharge (Specify Port)	Total CIF Cost per Item (column 3 x 5)	Unit Cost of Inland delivery to final destination
Bill 1	Equipment for Almaty, Kazakhstan					
Bill 2	Equipment for Bukhara, Uzbekistan					
Bill 3	Equipment for Turkmenbashi, Turkmenistan					
Bill 4	Equipment for Baku, Azerbaijan					
Bill 5	Equipment for Poti, Georgia					
Bill 6	Equipment for Illiychesk, Ukraine					

The Bills of Quantities, included with the Technical Specifications, shall be attached hereunder.

