



MINUTES OF QUESTIONS, ANSWERS, AND/OR CLARIFICATIONS HEARING PE-ASTEP-2025-010

PROCUREMENT OF MARINE ELECTRICAL CABLES FOR CORGAL, CORORO, AND CORESM OF THE ZEUS PROJECT

In the city of Guayaquil, on February 19, 2025, in the Project Management meeting room, the Technical Commission, duly designated by Resolution **No. GLO-CTR-011-2025** dated February 14, 2025, convenes. The commission is composed of:

1. S.P. Vera Ayala Joice Angela, Project Verifier 1, acting as Chairperson.
2. Ing. Mendoza Macias Abel Josue, Project Verifier 2, acting as the representative of the requested area.
3. Ing. Maiguasca Nieves Roy Jesus, Project Verifier 2, acting as a professional related to the subject of procurement. The purpose of the meeting is to review and respond to questions submitted by the bidder and provide clarifications, if necessary, within the Exceptional Procurement procedure for the **PROCUREMENT OF MARINE ELECTRICAL CABLES FOR CORGAL, CORORO, AND CORESM OF THE ZEUS PROJECT**.

S.P. Miguel Bravo Coello will act as the Secretary of the Technical Commission without voice or vote.

The Chairperson of the Technical Commission, after verifying that there is a quorum, declared the session open and requests the Secretary to read the agenda:

1. Review of the preparatory documents and terms of reference for this process.
2. Review and response to questions submitted via email.
3. Clarifications.
4. Closing.

1.- Review of Preparatory Documents and Terms of Reference

Article 4 of the Organic Law of the National Public Procurement System (LOSNCPS) establishes: *"For the application of this Law and the contracts derived from it, the principles of legality, fair treatment, equality, quality, technological validity, opportunity, competition, transparency, publicity, and national participation shall be observed."*

Article 31 of the same law states: *"Disclosure, Registration, Clarifications, and Amendments to the Terms of Reference - The terms of reference shall contain all the required information for participating in a procurement process for works, goods, or services, including consulting services."*

Article 44 of the Regulations for Procurement by Specific Business Line of Ecuadorian Naval Shipyards - (ASTINAVE) establishes: **Art. 44.- Questions, answers and clarifications.** - *The Technical Commission will answer all questions asked by the bidders according to the schedule determined in the process specifications and will formulate the necessary clarifications through email or in writing. (...).*

The Technical Commission members proceed to verify and certify that the terms of reference contain all relevant studies as required by the nature of the contract, ensuring





that no delays or interruptions occur during the execution phase due to a lack of documentation.

2.- Review and Response to Questions Submitted via Email

The Secretary of the Technical Commission, without voice or vote, reports that as of 5:00 PM on February 18, 2025, questions were received via email from the participating bidder, as follows:

From: Kaisa Malinen
Sent: Monday, 17 February 2025 13:58
To: Bravo Coello Miguel Anibal <mbravo@astinave.com.ec>
Cc: Vera Ayala Joice Angela <jvera@astinave.com.ec>; Mendoza Macias Abel Josue <abmendoza@astinave.com.ec>; Maiguasca Nieves Roy Jesus <rmaiguasca@astinave.com.ec>; Villacres Paredes Katherine Elizabeth <kvillacres@astinave.com.ec>; Campoverde Gill Freddy Johnny <fcampoverde@astinave.com.ec>; Govea Morochio Josue Manuel <jgovea@astinave.com.ec>; Cardenas Arias Viviana Lorena <vcardenas@astinave.com.ec>
Subject: RE: INVITACION A PROCESO PE-ASTEP-2025-010

Dear Mr Coello,

Thank you for the detailed information about the timetable and requested terms concerning the procurement for cables. I have browsed through the files and some questions / comments arise. In many of the files quite similar information is requested, so questions / comments concern all.

To give first some company information. I have attached our trade register document, official address & bank details (separate letter about our USD account in Nordea), our company 's general terms & conditions of supply and reference list of shipyards/projects we have worked with in the past over 50 years. This has been updated last in 2023. We have numerous projects as reference, from commercial marine to navy side. To give any specific copies of the contracts is not possible, as those are confidential. We also have Product liability insurance for our products, but this insurance copy was not available here now. The person in our company, who has procurement rights is our CEO Mr Mikko Mattila.

My questions / comments:

1. When you state delivery time 150 days, I assume this is EXW, Kaarina, Finland, as we cannot estimate exact sailing time of the containers?
2. When you talk about Astinave 's cancellation policy / void in point 18., I assume this is only concerning contract stage, not when the cables have been manufactured?
3. About payment terms. The Performance bank guarantee and Advance payment bank guarantee should be issued by our bank Nordea in Finland, who would send a SWIFT-copy to your bank in Ecuador. We cannot accept BGs to be opened abroad, as then they are not in our control. Also the fees are higher and can run for a longer time. Advance payment guarantee will be valid for the period it is needed, so until the shipping date about. For the last 5% payment after goods inspection, we need to have certain deadline for this payment. I have suggested in my offer 90 days net from the date when the containers have been loaded on board a vessel (date stated on B/L). Sailing time is about 5-6 weeks, so there will be enough weeks left to make the final inspection at your premises within this 90 days.
4. Loaded containers may sail in different vessels, depending on the vessel space and container availability, so all documentation and dates will keep until the last container is shipped on board a vessel.
5. Regarding technical issues. I noticed the RFE-FRHF and RFE-EMC-FRHF cables are stated to need oil resistant SHF2 sheath, which is not currently on offer. This has been discussed in 2023 to be so. This was determined to be so in the early stage when our US distributor CEE Inc was responsible for the offering. We can manufacture these cables also with SHF2 sheath when names of the cables are RFE-FRSHF2 and RFE-EMC-FRSHF2, but then I need to revise pricing. Also, on SHF2 fire resistant cables standard sheath colour is black, not orange. This matter I am discussing with Xavier later today. The current cables on offer have SHF1 sheath material, which has limited oil resistance, so maybe it could be fine, depending on where the cables are installed to?
6. In contract we should change that English version will prevail, in case of any conflict matter on the discussed terms.
7. The contract says that contract price also includes installation, which is perhaps a mistake..?
8. About the offer value. Copper price is climbing up quite fast now, so I need to modify the offer most likely before the final contract would be signed. We will see, as the price is now reacting to many difficulties globally, USA's possible customs tariffs globally, war in Ukraine & Gaza etc. On 14.2. copper price LME was 9364EUR/ton and on offer is 8800EUR/ton, so difference is already 6%. This will mean about 3% raise to prices, if the copper price will not go lower before the contract date, when we would do the final price check-up.
9. The offered quantities are for three vessels, but even if the orders would come in three separate orders, the delivery quantities stay as in offer, to be in minimum standard production lengths, i.e. not split in three, as then the needed container space would not necessarily be enough anymore.

I am looking forward to your further comments on my questions & documents, thank you!

FYI: I am travelling in Turkey 18-20.2., so I have limited access to my e-mails and capacity to work.

Best regards / Med vänlig hälsning / Ystävällisin terveisin,
Ms. Kaisa Malinen
Sales Manager
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RE: INVITACION A PROCESO PE-ASTEP-2025-010

KM Kaisa Malinen <kaisa.malinen@heliacab.com>
Para: Bravo Coello Miguel Anibal
CC: Vera Ayala Joice Angela; Mendoza Macias Abel Josue; Maiguasca Nieves Roy Jesus; Villacres Paredes Katherine Elizabeth; Campoverde Gill Freddy Johnny; Govea Morochio Josue Manuel; Cardenas Arias Viviana Lorena

Declaration of additional property - Limited oil resistance - Marine.pdf
140 KB

Traducir mensaje a: Español No traducir nunca del: Inglés Preferencias de traducción

Dear Sirs,

Concerning my comment nr. 5 below. I wanted to send this attached statement, which is valid for the SHF1 sheathed cables, in case you would like to keep the now offered instrumentation cables on offer.

Best regards,
Kaisa

The Secretary reads the following questions:

Question No 1:

When you state delivery time 150 days, I assume this is EXW, Kaarina, Finland, as we cannot estimate exact sailing time of the containers?





Question No. 2:

When you talk about Astinave's cancellation policy / void in point 18., I assume this is only concerning contract stage, not when the cables have been manufactured?

Question No. 3:

A About payment terms. The Performance bank guarantee and Advance payment bank guarantee should be issued by our bank Nordea in Finland, who would send a SWIFT-copy to your bank in Ecuador. We cannot accept BGs to be opened abroad, as then they are not in our control. Also the fees are higher and can run for a longer time. Advance payment guarantee will be valid for the period it is needed, so until the shipping date about. For the last 5% payment after goods inspection, we need to have certain deadline for this payment. I have suggested in my offer 90 days net from the date when the containers have been loaded on board a vessel (date stated on B/L). Sailing time is about 5-6 weeks, so there will be enough weeks left to make the final inspection at your premises within this 90 days.

Question No. 4:

Loaded containers may sail in different vessels, depending on the vessel space and container availability, so all documentation and dates will keep until the last container is shipped on board a vessel.

Question No. 5:

Regarding technical issues. I noticed the RFE-FRHF and RFE-EMC-FRHF cables are stated to need oil resistant SHF2 sheath, which is not currently on offer. This has been discussed in 2023 to be so. This was determined to be so in the early stage when our US distributor CEE Inc was responsible for the offering. We can manufacture these cables also with SHF2 sheath when names of the cables are RFE-FRSHF2 and RFE-EMC-FRSHF2, but then I need to revise pricing. Also, on SHF2 fire resistant cables standard sheath color is black, not orange. I am discussing this matter with Xavier later today. The current cables on offer have SHF1 sheath material, which has limited oil resistance, so maybe it could be fine, depending on where the cables are installed to?

Question No. 6:

In contract we should change that English version will prevail, in case of any conflict matter on the discussed terms.

Question No. 7:

The contract says that the contract price also includes installation, which is perhaps a mistake?

Question No. 8:

About the offer value. Copper price is climbing up quite fast now, so I need to modify the offer most likely before the final contract would be signed. We will see, as the price is



now reacting to many difficulties globally, USA's possible customs tariffs globally, war in Ukraine & Gaza etc. On 14.2. copper price LME was 9364EUR/ton and on offer is 8800EUR/ton, so difference is already 6%. This will mean about 3% raise to prices, if the copper price will not go lower before the contract date, when we do the final price check-up.

Question No. 9:

The offered quantities are for three vessels, but even if the orders would come in three separate orders, the delivery quantities stay as in offer, to be in minimum standard production lengths, i.e. not split in three, as then the needed container space would not necessarily be enough anymore.

Once the questions have been asked by the bidder, the Technical Commission proceeds to respond as follows:

Answer No. 1:

Regarding your inquiry about the **150-day delivery period**, as stipulated in **Clause 7 Contractual conditions of the document INF-ZEU-096**, this period **begins counting from the day following the official notification from the contract administrator to the supplier, confirming that the advance payment is available in the designated bank account.**

It is important to indicate that the INCOTERMS process is not EXW, since according to the provisions of **point 7.3 of INF-ZEU-096 it is INCOTERMS CIF-Guayaquil this means 150-day period includes all manufacturing and order preparation phases up to the arrive in the port of Guayaquil.**

Answer No. 2:

In accordance with the LOSNCP (Organic Law of the National Contracting System) publishes in reference to the ART. 34 Cancellation of procedure that mentions the following *"At any time between the call and 24 hours before the date of presentation of offers, the highest authority of the entity may declare the procedure canceled, without giving rise to any type of reparation or compensation, by means of a motivated administrative act, in the following cases:*

- 1. If the need no longer persists, in which case will the file be archived;*
- 2. When it is necessary to introduce a substantial reform that changes the purpose of the contract, in which case a new procedure must be initiated; and*
- 3. Due to a substantial violation of a pre-contractual procedure.*

In summary, **Article 34 applies only to the pre-contractual phase** and cannot be applied once the goods have already been awarded, as in that case, the contract is in force and in the process of execution.

Answer No. 3:

In accordance with **Ecuadorian regulations**, guarantees of Faithful Compliance and Good Use of the Advance **must be issued by a state bank in Ecuador.**



You can manage this procedure through **your bank in Nordea**, which, through its alliances with an Ecuadorian state bank, must issue the required guarantees. These guarantees must comply with Ecuadorian legal requirements and be duly validated by the corresponding financial institution in Ecuador.

We request that you make the necessary arrangements with a **state bank in Ecuador** for the issuance of said guarantees under the required terms.

The policy for good use of the advance payment **must remain in force until it is fully amortized**. And it must have the same term as the faithful performance policy, that is, **the entire duration of the contract**, since payments are partial, and it will be amortized proportionally.

Answer No. 4:

According to document **INF-ZEU-096**, as indicated in item **7.1 regarding the delivery period**, which stipulates that **the goods** of the *"ACQUISITION OF ELECTRICAL CABLES FOR MARINE USE FOR THE CORGAL, CORORO AND CORESM OF THE ZEUS PROJECT"*, **will be delivered in full**, which must be to the complete satisfaction of **ASTILLEROS NAVALES ECUATORIANOS ASTINAVE EP**".

Answer No. 5:

Please refer to Clarification No 1

Answer No. 6:

Regarding your request to amend the contract so that the **English version prevails** in the event of any conflict over the discussed terms, it is important to consider the applicable regulatory framework.

As established in **TITLE II OF THE PROCEDURES for ASTINAVE EP's specific line of business**, particularly **Article 6 on Foreign Contracting**, it is stated that:

"In application of Article 3 of the General Regulations of the Organic Law of the National Public Procurement System, when ASTINAVE EP needs to contract goods and/or services abroad, the rules contained in the Organic Law of the National Public Procurement System or its General Regulations shall not apply, but rather the legal regulations of the country where the contract is executed or the internationally applicable business practices or models shall be followed."

Based on the above, while the use of international commercial norms and practices is recognized, **the validity and precedence of a specific language in the contract must be analyzed in accordance with the legal framework of the country where the procurement is executed**. Therefore, the proposal for the English version to prevail in case of conflict **must be evaluated in accordance with the applicable regulations and specific contractual provisions**.



Answer No. 7:

After reviewing the terms of the specifications and the ITN, no section explicitly states that the cost includes installation. However, it is important to clarify that this process is limited exclusively to the acquisition of goods and does not include additional services such as installation.

Answer No. 8:

According to Clause **11, Payment Terms** of the bidding documents, it is established that:

“For this procurement, a price variation of +/- 3% is provided for the unit prices of the goods to be acquired, based on the LME price of the raw material of the awarded products, which corresponds to copper. This variation is subject to the nature of the products, whose price tends to fluctuate significantly in the global market.”

For this reason, if an adjustment to the offer value is required, the supplier must submit a justification for the price variation, which must be approved by the contract administrator.

Answer No. 9:

It is accepted that the goods are delivered in the same quantities specified in the offer. In this sense, **the cable must be supplied in a single continuous section, without cuts or splices**. However, as in question 4, **the goods will be delivered in full**. Because otherwise, the already established delivery method would be modified, generating additional costs in customs and logistics.

3.- Clarifications

Finally, the Technical Commission considered it pertinent to make the following clarification, which will NOT modify the Object of Contract, contractual term, or its reference budget, so the clarification is made so that the information constant in the procedure is not susceptible to interpretation, and the bidder present his offer clear and in accordance with the requested requirements.

Clarification No. 1:

That paragraph 23 to 28, of table 6.1.2 of the standards to be met according to the type of cable del INF-ZEU-096, where compliance with the following is indicated: *Oil resistant (IEC 60811-404 and according to conditions: IEC 60092- 360/SHF2.*

The correct thing is the following: *Oil resistant (IEC 60811-404 and according to conditions: IEC 60092- 360/SHF2 or similar such as IEC 60092-360/SHF1.*

4.- Closing

For the record without having another point to discuss, all the members of the Technical Commission for the pre-contractual phase, Questions, Answers and/or Clarifications sign at the bottom of this document, together with the secretary who acts without voice and without vote, who certifies what was done by the Technical Commission.



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ASTINAVE EP
ASTILLEROS NAVALES ECUATORIANOS



Ing. Vera Ayala Joice Angela
**PRESIDENT OF THE
TECHNICAL COMMISSION**

Ing. Mendoza Macias Abel Josue
**DELEGATE OF THE HEAD OF
THE REQUESTING AREA**

Ing. Maiguasca Nieves Roy Jesus
**PROFESSIONAL RELATED
TO THE OBJECT OF
CONTRACTING**

S.P. Miguel Bravo Coello
**SECRETARY WITHOUT
VOICE OR VOTE**

