TENDER DOCUMENTS

FOR

BUCKET TYPE
COAL SHIP UNLOADER

AT

MCDUFFIE COAL TERMINAL
DOCK 1 IMPORT EXPANSION
MOBILE, ALABAMA

Convey All Bulk, L.L.C.

AUGUST 2004
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A. **TENDER DOCUMENTS**

Tenders are invited by Alabama State Port Authority (ASPA), (hereinafter called Owner) for the Construction and Erection of One (1) Bucket Type Coal Ship Unloader in accordance with Conditions of Tendering and the Contract set out hereof.

The Tender Documents enclosed herewith consist of the following:

(i) Conditions of Tendering
(ii) Form of Tender
(iii) Crane Construction and Erection Agreement Dated as of _____, 2004 for One (1) Bucket Type Coal Ship Unloader at Mobile, Alabama between [_____] and Owner, (hereafter called the Contract).
B. CONDITIONS OF TENDERING

1.0 Tender Opening

Sealed proposals will be received by Owner, in care of, the office noted below until End of Business in Mobile, Alabama on September 24, 2004, for furnishing necessary materials, labor, bonds, insurance, equipment, supplies, supervision, etc. for construction and erection of One (1) bucket type coal ship unloader in accordance with the Contract.

The original and two (2) copies (one (1) paper copy and one (1) electronic copy) of the Tender Documents shall be sent to:

Alabama State Port Authority
Attn: Mr. Tom Alvarez
P.O. Box 1588
Mobile, AL  36601
Email:  TAlvarez@asdd.com

AND (copies only – one (1) paper and one (1) electronic)

Gottlieb, Barnett & Bridges, LLC
3600 Springhill Business Park
Suite 200
Mobile, AL  36608
Attention:  Paul Bridges
Email:  Pbridges@gbb.net

2.0 Tenderers to Inform Himself

2.1 A Pre-Bid Meeting will be conducted at the Erection Site on August 30, 2004 to review the Tender Documents with the potential Tenderers. Attendence at this meeting is encouraged, but not mandatory. Additional details regarding the exact time and location will be provided by August 25, 2004.

2.2 Shortly after the Pre-Bid Meeting, summary minutes of the meeting will be provided to all potential Tenderers.

2.3 The Tenderer’s attention is drawn to the Contract. The Tenderer shall acquaint himself with all the conditions relating to the Contract, and shall be deemed to have visited, inspected and considered the Erection Site along with all other places where work will or may be undertaken and to have obtained for himself all information that may be necessary for or relevant to the submission of his Tender.
2.4 All and any information which has been or will be given to Tenderers by or on behalf of the Owner, his servants or agents, is given absolutely without warranty, representation or liability of any kindly whether under the Contract or otherwise.

2.5 Each Tenderer must inform himself fully of the conditions relating to the construction and labor under which the work is being or will be performed. Failure to do so will not relieve a successful Tenderer of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the contemplated work for the consideration set forth in his proposal.

3.0 Tender

3.1 The Tenderer shall provide a proposal for Bucket Type Coal Ship Unloader.

3.2 This Tender relates to the execution of all (or any part) of the services during the contract period.

3.3 Tender must be submitted in a sealed envelope, be in the English language and shall have clearly designated on the outside the name and address of Tenderer and the project for which the proposal is submitted.

3.4 Tender received after the time and date set for the opening may be returned to the Tenderer unopened.

3.5 Tender must be submitted upon the standard forms provided in this document.

3.6 Each proposal shall include a fully compliant Tender Proposal per the Conditions of Tendering and the Contract.

3.7 In addition to the fully compliant Tender Proposal, Tenderer is encouraged to submit additional alternative proposal(s), (for example suppliers, designs, features, etc.), which Tenderer feels offers financial and/or technical benefits to the Owner. Alternatives shall include applicable price impacts (deduct or added cost) for each proposed alternative. If the Tenderer provides an alternate proposal, additional Tender forms should be provided by the Tenderer.

3.8 Price quoted in this Tender shall be firm for the duration of the Agreement.

3.9 Tender shall remain open for acceptance for 6 months after the Tender closing date.

3.10 Tenders are to be completed in ink or typescript. Tender not so completed may not be considered. (In addition, the Summary of Technical Data spreadsheets shall be provided in electronic form.)
3.11 Tender may not be considered if complete information is not provided with the Tender or if any particulars and data identified in the Form of Tender are not furnished in full.

3.12 The prices quoted by Tenderers shall be in US Dollars and must only be quoted in the Form of Tender (Schedule of Prices).

4.0 Interpretation of the Documents

4.1 Any unauthorized alteration, erasure or obliteration to the text or figures in the Tender Documents may cause the Tender to be disqualified.

4.2 Should the Tenderer for any reason whatsoever be in doubt about the precise meaning of any part of the Tenderer Documents, he shall inform the Owner in writing in order that the correct meaning may be advised before the date of submission of Tenders. Such questions shall reach the Owner no later than 14 days before the date set for submission of Tenders. (Note: Tenderers are encouraged to submit their questions by August 27, 2004, to facilitate direct clarification of the questions during the Pre-Bid Meeting.)

4.3 The Owner will endeavor to answer any question raised by Tenderers before the time mentioned above by notices to all Tenderers issued from time to time during the tender period by the Owner. Such answers provided by the Owner will not form part of any subsequently formed Agreement.

4.4 Any interpretation of the Tender Documents, or any instructions or further information issued during the tender period will only be valid if issued as a form of tender addendum in writing to the Tenderers by the Owner or the Owner’s Representative.

4.5 Should the Owner require any amendments, clarification or adjustment be made to the Tender Documents, he may issue to each Tenderer numbered addenda giving details thereof. The Tenderer shall acknowledge receipt of all such addenda. To the extent such addenda contain an amendment to any of the previously issued Tender Documents, the same shall supersede the documents previously issued. All addenda issued shall become part of the Tender Documents.

5.0 Acceptance of Tenderers

5.1 To avoid the possibility of disqualification, each Tender shall be submitted in strict accordance with Conditions of Tendering and the Contract. The acceptability or otherwise of a Tender shall be decided by the Owner whose decision shall be final. The Tenderers concerned will be not consulted.
5.2 Tenderers should double check the prices quoted for accuracy before submitting their Tenders. Under no circumstances will the Owner accept any request for price adjustment on grounds that a mistake has been made on the tendered prices.

5.3 The Owner is not bound to accept the lowest or any Tender and will not assign any reason for the rejection or non-acceptance of any Tender. The Owner may terminate the tendering process at any time by notice in writing to Tenderers.

5.4 A Tender shall be deemed to be accepted when either a Notice to Proceed from the Owner is hand-delivered or posted to the Tenderer to the address for the service of notices furnished by him or a Contract is signed and consummated.

5.5 The awarding of this Agreement shall be conditioned upon receipt by the Owner of all required permits and approval from governmental, local, state and other agencies.

5.6 Unsuccessful Tenderers will be notified.

6.0 Cost of Tenderer Preparation

6.1 Neither the Owner nor any person, firm or company associated with or employed by the Owner shall in any circumstance have any responsibility to pay for or to reimburse any costs incurred by the Tenderer for any site investigation, inspections or in preparing or submitting his Tender and/or other information submitted with the Tender or any costs subsequently incurred in connection with the Tender.

7.0 Further Conditions

7.1 The Tenderer (whether he submits a tender of not) undertakes not to communicate to any person other than the Owner the amount of its Tender or any rate or price therein and shall not adjust the amount of his Tender by arrangement with any other company, consortium or joint venture. In submitting his Tender, the Tenderer shall be taken to have represented that he has complied with this condition and will continue to comply therewith until notified either that a tender has been accepted by the Owner or that the tender process has been terminated.

7.2 Correspondence exchanged between the Owner and the successful Tenderer prior to award may form part of the Agreement at the sole option of the Owner but shall only do so where expressly so stated in the Contract Documents.

7.3 Save for the obligation of the Tenderer to hold open and abide by the Tender for the period stated in the Form of Tender no contractual relations shall arise between the Owner and the Tenderer unless the Tender is accepted and then only upon such acceptance and in the terms provided by the Contract.
7.4 The Owner shall have the right at its sole discretion to extend the date for submission of Tenders and/or to supplement or modify any of the procedures set out in the Conditions of Tendering.

7.5 Unless the tendering process shall be terminated by the Owner by notice in writing, no inquiry, request for information or other communication by any other person on behalf of the Owner shall cause any Tender to lapse or to otherwise affect the continued validity of any Tender.
C. **FORM OF TENDER**

Each Tenderer shall fill and complete the following forms:

1. Tenderer Proposal Form
2. Schedule of Prices
3. Bucket Type Unloader Summary of Technical Data
1. Tender Proposal Form

ONE (1) NEW
BUCKET TYPE COAL SHIP UNLOADER
At
MCDUFFIE COAL TERMINAL
DOCK 1 IMPORT EXPANSION
For
ALABAMA STATE PORT AUTHORITY

___________, 2004

Attention:

Gentlemen:

The undersigned Tenderer has received your Tender Documents for the above noted Crane, including Addenda Nos. ________________.

Having examined these documents and having familiarized himself with all aspects of the existing conditions at the Erection Site and subject to all the conditions and requirements thereof, the undersigned, as Tenderer, proposes to perform the required work as specified within the time as specified and will accept as full compensation for this work the prices as provided on the attached Schedule of Prices.

Tenderer understands that the Owner, reserves the right to reject any or all Tenders in whole or part and to call for new Tenders.

Tenderer agrees that his Tender shall be valid until ________________.

Respectfully submitted,

Tenderer _________________________

By ____________________________

Business Address _________________________
2. Schedule of Prices

Tenderer shall tender the prices of Bucket Type Coal Ship Unloader in the following manner:

<table>
<thead>
<tr>
<th>Crane:</th>
<th>Anticipated NTP Date</th>
<th>October 22, 2004</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Anticipated Earliest Arrival Date</td>
<td>February 8, 2006</td>
</tr>
<tr>
<td></td>
<td>Anticipated Delivery Date</td>
<td>March 22, 2006</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Unloader ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Design, Fabrication, Shipping, Erection, Testing &amp; Commissioning of one (1) bucket type coal ship unloader complete, operational, and certified as described in the specifications including the electrical control system manufacturers as noted. (Lump Sum)</td>
<td></td>
</tr>
<tr>
<td>1.1 With TM GE Control System</td>
<td>US Dollars</td>
</tr>
<tr>
<td>1.2 With ABB Control System</td>
<td>US Dollars</td>
</tr>
<tr>
<td>1.3 With Siemens Control System</td>
<td>US Dollars</td>
</tr>
<tr>
<td>1.4 With Control System that meets or exceeds requirements of Specification, manufactured by ____________ (This tender is not mandatory)</td>
<td>US Dollars</td>
</tr>
<tr>
<td>2. Provide, install, test, and place in service one spare grab bucket</td>
<td></td>
</tr>
<tr>
<td>2.1 Manufactured by Atlas.</td>
<td>US Dollars</td>
</tr>
<tr>
<td>2.2 Manufactured by Anvil Attachments.</td>
<td>US Dollars</td>
</tr>
<tr>
<td>2.3 Manufactured by _______________</td>
<td>US Dollars</td>
</tr>
<tr>
<td>3. In order to improve productivity of this crane, Tenderer proposes to furnish the following equipment as part of the total crane package complete, tested, and put into service for the additional lump sum price for Crane:</td>
<td></td>
</tr>
<tr>
<td>3.1 Contractor Recommendation 1</td>
<td>US Dollars</td>
</tr>
<tr>
<td>3.2 Contractor Recommendation 2</td>
<td>US Dollars</td>
</tr>
<tr>
<td>3.3 Contractor Recommendation 3</td>
<td>US Dollars</td>
</tr>
<tr>
<td>3.4 Spare Parts (per Specifications Section 11.2)</td>
<td>US Dollars</td>
</tr>
<tr>
<td>3.5 Vibratory Feeder (per Specification Section 11.3)</td>
<td>U.S. Dollars</td>
</tr>
</tbody>
</table>