

REPUBLIC OF BOLIVIA
BOLIVIAN NATIONAL RAILWAYS
RAILWAY CONSTRUCTION PROJECT, EASTERN LINE
(TAPERAS-ROBORE)

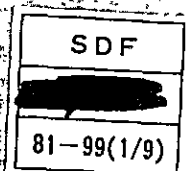
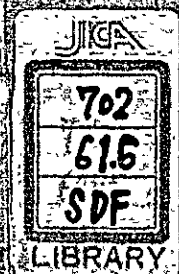
- Vol. 1: Instructions to Bidders
2. General Conditions of Contract
3. Bid Form
4. General Specifications
5. Technical Specifications
6. Special Specifications
7. Bill of Quantities
8. Drawings
9. Form of Agreements

Volume 1

March, 1981

JAPAN INTERNATIONAL COOPERATION AGENCY

(JICA)



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P R E F A C E

ON THE TENDER DOCUMENTS FOR RAILWAY CONSTRUCTION PROJECT, EASTERN LINE (TAPERAS-ROBORE), THE BOLIVIAN NATIONAL RAILWAYS

These tender documents are respectfully submitted to the Bolivian Government Authorities. They deal with the new detour line construction plan for the rehabilitation of the disasters of the Eastern Line (Taperas-Robore), the Bolivian National Railways.

In response to the request made by the Bolivian Government to the Japanese Government, the Japan International Cooperation Agency conducted the topographical mapping on a scale of 1/5,000 and drew up the basic design and tender documents, engaging in these activities from June 1980 to March 1981. These are based on the new detour line construction plan (Alternative-B, in feasibility study for Eastern Line).

During the course of the basic designing, it has become clear that there exists a maximum difference of 100 meters in height between the topographical map, scale 1/5,000, prepared by the study team of JICA this time and the map, scale 1/50,000, prepared by IGM Bolivia and used by the feasibility study team last year. This difference gave rise to a considerable increase in the amount of cutting and embankment required, as compared with the amount of the feasibility study, resulting in a corresponding, increase in the cost of the new detour line construction plan.

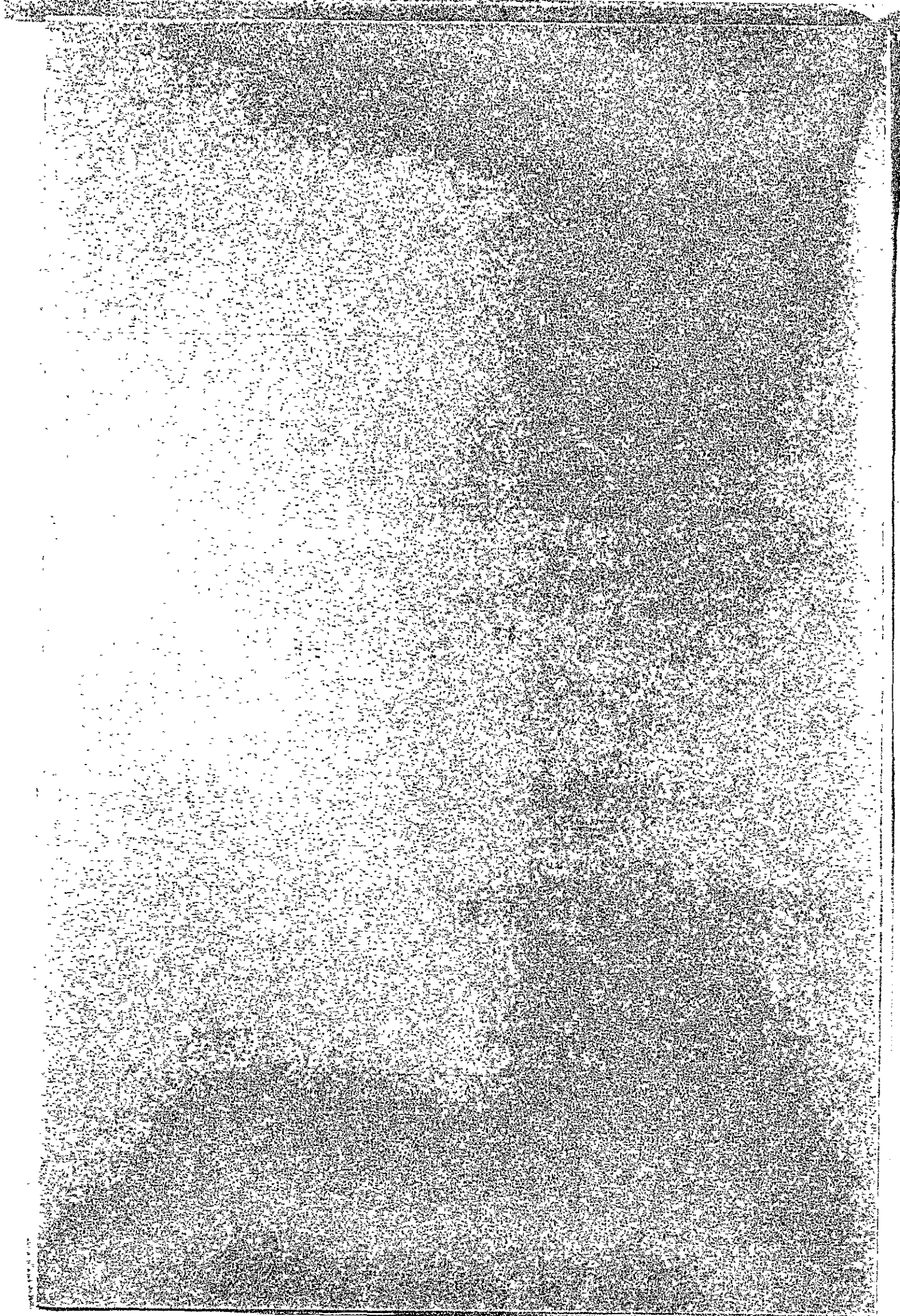
Under these circumstances, the Bolivian Government re-examined both the new detour line construction plan and the existing line rehabilitation plan (Alternative-A, in feasibility study for Eastern Line), and has decided to change over from the former to the latter.

Therefore, there is no prospect for making straight use of these tender documents, as they are for new line construction.

The new detour line, however, has many more merits than the existing line in point of disaster prevention, train operation, etc., as shown in the feasibility study.

In future, the Eastern Line will increase still further in importance as the International Railway Line between Bolivia and Brazil, and as a vital part of the trans-south american railway plan.

Therefore, there is the likelihood that the need will arise in the future to revive the new detour line construction plan, Eastern Line (Taperas-Robore), and it is sincerely hoped that the present tender documents would prove to be useful to the Bolivian Government Authorities at that time.



REPUBLIC OF BOLIVIA
BOLIVIAN NATIONAL RAILWAYS
RAILWAY CONSTRUCTION PROJECT, EASTERN LINE
(TAPERAS-ROBORE)

- Vol. 1. Instructions to Bidders
2. General Conditions of Contract
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Volume I-

March, 1981

JAPAN INTERNATIONAL COOPERATION AGENCY
(JICA)

ON THE TENDER DOCUMENTS FOR
CONSTRUCTION WORK OF THE EASTERN LINE (TAPERAS – ROBORE),
THE REPUBLIC OF BOLIVIA

P R E F A C E

To your Government Authorities these tender documents are respectfully submitted, which deal with the important issues relative to the rehabilitation project on disasters of the Eastern Line (Taperas – Robore), the Bolivian National Railway.

In response to the request made by the Bolivian Government to the Japanese Government, the Japan International Cooperation Agency made researches from June 1980 to March 1981. These are based on the New Detour Line Plan (Alternative-B), covering all the findings which comprise the topographical mapping on a scale of 1/5,000, basic designing, tender documentation, etc. The present documents consist of nine volumes in all.

During the course of the tender documentation, the comparative study between the topographic map of 1/5,000 and that of 1/50,000, which was in use in the Feasibility Study, has revealed that there is an aberration amounting to 100 m in altitude partially though. Consequently, it has been found out that the amount of the earthwork would increase to a considerable degree, when compared with the original plan, resulting in the increased cost of construction work.

Under these circumstances, the Republican Government has re-examined both the New Detour Line Plan and the Existing Line Rehabilitation Plan (Alternative-A). The Government has decided to change over from the former to the latter in implementation. The proposition has been made accordingly to the Japanese Government along this line.

As the situation now stands, there is no prospect for making immediate use of these tender documents, as they are based on the new line construction. The New Detour Line Plan, however, as shown in the Feasibility Study, has many merits, in points of the disaster prevention and the operational phase as well. When compared with the existing line, it is expected that some day the Eastern Line would increase still further in importance as an international railway line between Bolivia and Brazil and that when the plan for the Trans - South American Railroad is afloat, the New Detour Line Plan would be solidified, thereby constituting an important link in future.

It is sincerely hoped that the present volumes would prove to be of some use to your Government Authorities at that time.



CONTENTS

	Page
I. INSTRUCTIONS TO BIDDERS	
1. Purpose	1
2. Outline of Project	1
3. Definitions	1
4. Composition of Tender Documents	1
5. General Provisions	2
6. Preparation and Submission of Proposal for Pre-Qualification	3
7. Preparation and Submission of Proposal	4
8. Opening of Tender	6
9. Successful Tender	6
10. Unit Price	6
11. Execution of Contract	6
12. Effective Date	6
13. Performance Bond	7
14. Advance Payment	7
15. Commencement of Work	7
16. Payment Currency	7
17. Payment	7
18. Insurance	7
19. Change of Unit Price after Detailed Design	8
20. Escalation Clause	8
II. REFERENCES	
Reference 1 Invitation to Pre-Qualification	9
Reference 2 Invitation to Tender	11
III. APPENDICES	
Appendix 1 Bid Bond	12
Appendix 2 Performance Bond of Contract	13
Appendix 3 Guarantee Letter for Bona Fide Implementation	14
Appendix 4 Guarantee Letter for Advance Payment	15
Appendix 5 Letter of Acceptance	16

INSTRUCTIONS TO BIDDERS

1. Purpose

This "Instructions for Bidders" shall serve as guide to the tender participants in regards to the preparation and submission of a proposal and at the same time clarify the obligations which bidder must comply with proposal is accepted.

The terms and conditions stipulated in "Instructions to Bidders" shall bind all tender participants. Ignorance and/or wrong interpretations of any terms and conditions do not exempt the participants from any of the obligations set forth therein.

The Tender Evaluation Committee shall reserve the right to reject any proposal which does not meet the requirements provided in "Instructions to Bidders".

2. Outline of Project

This project aims to construct a new railway line between Taperas and Robore necessitated by the flood disaster in the Eastern Line.

The work consists of the new construction of approximately one hundred and two (102) km long of single maintrack of one meter gauge and four (4) inter-mediate stations.

The project includes excavation, embankment, box culverts and bridges railway tracks comprising rails, cross ties, ballast, turn-outs and various signs, communication facilities for safety operation as well as relevant work concerning station buildings and their auxiliary installations.

In addition to the above, preliminary work of geological survey, a horizontal and vertical dimensions survey, setting out of the center line stakes and detail design of the alignment, the profile, cross sections, structures, buildings and communication are included as parts of the project.

3. Definitions

- a) ENFE: Abbreviation for "Empresa Nacional de Ferrocarriles". the Bolivian National Railways Corporation
- b) Agency administering tender and contract: ENFE
- c) the Tender Evaluation Committee: la Junta de Licitaciones de Obras; comprised of personnel stipulated by the Bolivian Law, "Construction Tender in the Public Sector" (Law No. 15192, dated Dec. 15, 1977). This committee evaluates each proposal and decides the acceptable bid.

4. Composition of Tender Documents

These documents consist of the following 7 parts:

4.1 Instructions to Bidders (Volume 1)

"Instructions to Bidders" shall provide necessary basic information for the preparation of correct proposal and the procedures for the submission of the same.

4.2 General Conditions of Contract (Volume 2)

"General Conditions of Contract" shall identify stipulations which regulate the contractual relations between ENFE and the contractor.

4.3 Bid Form (Volume 3)

"Bid Form" shall show the formats required of the tender.

4.4 General Specifications (Volume 4)

"General Specifications" shall give an explanation of the complete work needed and general rules, specifications and conditions of the process and materials.

- 4.5 **Technical Specifications (Volume 5)**
"Technical Specifications" shall show the minimum technological requirements which ENFE shall accept for the successful implementation of the project and the suggested payment terms.
- 4.6 **Special Specifications (Volume 6)**
The documents specify the technical specification not defined in the "Technical Specifications" under 4.5 above.
- 4.7 **Bill of Quantity (Volume 7)**
"Bill of Quantity" shall show work quantities and respective.
- 4.8 **Drawings (Volume 8)**
"Drawings" shall give the general concept of the works to be realized and the fundamental technical information.
- 4.9 **Form of Agreement (Volume 9)**
"Form of Agreement" shall show the form of Contract.

5. General Provisions

- 5.1 **General Rule**
A bidder shall conform to all instructions and conditions mentioned in the tender documents. Ignorance or misunderstanding of such instructions or conditions shall not constitute an excuse for the failure to fulfil the conditions stipulated in the tender documents.
- 5.2 **Interpretation**
The explanation on the tender documents shall not be given orally. Requests for explanation shall be submitted in writing to ENFE Tender Evaluation Committee at latest fifteen (15) days before the closing date of the proposal. The additional information shall be from ENFE in writing at latest eight (8) days before the closing date of the proposal. In no case can the bidder deny the receipt of such an additional information.
- 5.3 **Additional Information**
In case a necessity arises, where in a part of the tender documents, clarified, revised, or addition submitted delivery of the tender documents, such a necessity shall be met with the dispatch of the additional information mailed to all the tender participants.
- 5.4 **Inspection of Project Site**
A bidder shall visit and survey the project site and the surrounding areas.
It is recommended that bidder checks in person the geological, hydrological, climatic and other natural conditions, availability and cost of materials and labour, access to the site, the living conditions for workers, etc. and examines all the factors which may influence the contents of the proposal.
- 5.5 **Kind of Contract**
The contract of the project covers the construction work, including route survey, geological survey and detail design. The contract consists of the lump sum items and those pay items to be subject to the contract by unit price.

- 5.6 **Country of Origin of Equipment, Materials and Services**
The contractor should use, as far as possible, equipment, materials and services available in the Republic of Bolivia.
- 5.7 **Participation of Bolivian Enterprise**
The Tender Evaluation Committee shall examine more favourably the proposals containing as much as possible the participation of the Bolivian company or companies.
It is mandatory for the foreign companies to give minimum thirty (30) percent participation in monetary terms to Bolivian company or companies.
- 5.8 **Language and Unit**
All documents including the contract must be made in Spanish, using decimal units and the metric system.
- 5.9 **Laws of the Republic of Bolivia**
The bidder shall observe the laws and regulations actually in force of the Republic of Bolivia that are pertinent to the Contract.
- 5.10 **Reimbursement of Cost**
No bidder shall be entitled to make a claim or to request any kind of reimbursement from the Tender Evaluation Committee for the cost and expenses incurred for the proposal preparation and/or submission.

6. Preparation and Submission of Proposal for Pre-Qualification

- 6.1 **General**
The invitation to the tender shall be extended to the companies qualified in the pre-qualification procedure, in accordance with the provisions of the Law No. 15192, Construction Tender in the Public Sector dated 15, December, 1977.
- 6.2 **Application Form of Pre-Qualification**
The application for the pre-qualification shall be prepared in accordance with the following documents, and the necessary certificates should be attached thereto.

a)	Application for pre-qualification	From No. 1
b)	Legal documents	" 2
c)	Experiences of Enterprise	" 3
d)	Financial situation	" 4
e)	List of specialists in Enterprise	" 5
f)	Curriculum Vitae of specialists	" 6
g)	List of facilities and equipment to be used in the project	" 7
h)	Countries of origin of materials and equipment necessary for the project	" 8
i)	List of Bolivian and foreign workers for the project	" 9
j)	Bar chart of work execution	" 10

- 6.3 **Documents**
Only type written material is acceptable.
The representative of the tender offering party shall sign all the pages of the proposal in ink and the revenue stamp shall be put in accordance with the provisions of the related law.
- 6.4 **Correction**
In case any modification or addition or insertion of words is made to the proposal, the

representative should certify such modification, etc., by signing at the blank space on the right side of the section affected by such modification, etc.
Should any correction be found which has no such certification, the proposal may be rejected.

6.5 **Signature on Proposal**
The signature on the proposal shall be made by the person designated in the Bid Form No. 2.

6.6 **Submission of the Proposal**
All the tender documents designated here shall be put into the sealed envelope with the signature or seal of the tender participating party. Such envelope shall be clearly marked with the name of the Project and the opening date. It shall be delivered by head without fail. The address of the envelope shall be as follows:
the Tender Evaluation Committee Branch Office in ENFE

EDIFICIO ESTACION CENTRAL LA PAZ, BOLIVIA.

One original and two copies of the proposal shall be submitted. However, only the original copy of a certification shall be submitted.

The closing date of the proposal shall be designated in the invitation to the pre-qualification. The application for the pre-qualification shall be returned without being opened if it arrives after the closing date.

The secretariat of the Tender Evaluation Committee in ENFE shall record the receiving date of the proposal and issue the receipt.

6.7 **Construction Period**
The secretariat of the Tender Evaluation Committee Branch Office in ENFE shall record the receiving date of the proposal and issue the receipt.

7. Preparation and Submission of Proposal

7.1 **General**
In accordance with Article 18 of the law of the Republic of Bolivia titled "Construction Tender in Public Sector", the Tender Evaluation Committee shall send tender invitation to pre-qualified enterprises.

7.2 **Form of Tender Documents**
The enterprises invited shall prepare the tender documents in accordance with the following forms:

a)	Application for the tender participation	Form No. 11
b)	Bill of quantity with detailed statement	" 12
c)	Basic wage/salary of the personnel involved	" 13
d)	Price of basic construction materials	" 14
e)	Working progress schedule and estimated monthly output table	" 15
f)	Bid bond	Appendix No. I

7.3 **Completeness of the Proposal**
The bidder shall assume all the responsibility for the correctness and the completeness of the proposal to be submitted. Particularly the figures and prices contained therein must cover all the obligations provided in the contract and all the items necessary for the successful implementation of the proposal.

- 7.4 Documents
Same as 6.3.
- 7.5 Correction
Same as 6.4.
- 7.6 Signature of the Proposal
Same as 6.5.
- 7.7 Submission of the Proposal
Same as 6.6.
The envelope containing one original and two duplicate copies shall be forwarded by hand. If any discrepancy is found among them, the original shall be preferred.
The closing date of the proposal shall be notified by the Tender Evaluation Committee at the time of the proposal invitation.
- 7.8 Tender
- a) The tender price shall cover all the costs of equipment, materials, services and overheads necessary for the implementation of the project.
 - b) The tender price shall be a fixed one, excluding incidentals or contingencies.
 - c) The tender price shall clarify the price in United States' currency and in domestic currency for each item.
 - d) As to pay items to which Clause 77 "the Escalation Clause" of the General Conditions of Contract is applied, refer to the Bill of Quantities.
 - e) The total contract amount shall be quoted both in United States' currency and domestic currency.
The United States' currency portion shall be converted into Bolivian currency by the official exchange rate between Bolivian Peso and U.S. Dollar in the Central Bank of Bolivia. Prevailing on the day of the opening date of the proposal.
- 7.9 Substitution
No substitution shall be estimated for each item.
- 7.10 Alternative Proposal
No alternative proposal shall be permitted.
- 7.11 Taxation
None of the taxes and customs duties by the laws or regulations of the Republic of Bolivia shall be exempted for this project.
- 7.12 Bid Bond
For the guarantee of the contract execution, bidder shall submit to ENFE, beneficiary, together with the proposal an unconditional and irrevocable bank guarantee amounting to not less than one (1) percent of the total price converted into Bolivian peso (See Appendix No. 1).
The bank guarantee should remain valid for more than ninety (90) days from the closing date of the proposal.
For unsuccessful bidder such bank guarantee shall be returned within ninety (90) calendar days, however, for the successful bidder, the bank guarantee shall be retained by ENFE until the date of the execution of the contract and commencement of the work.

7.13 **Effective Period of Proposal**
The proposal shall remain valid and effective for ninety (90) calendar days after the closing date of proposal.

7.14 **Change of Submitted Proposal**
The change of the submitted proposal shall be considered only when the application is made at latest _____ hours before the closing time of the proposal.
Any application for change in this connection shall be made only in writing and be signed before submission in accordance with the stipulations for the proposal submission.

7.15 **Withdrawal of Proposal**
In case a bidder wishes to withdraw his proposal, the proposal shall be returned to the bidder if the application for withdrawal is made in writing _____ hours before the closing time of the proposal. Should the proposal be withdrawn thereafter, the Bid bond shall be cashed and confiscated. No claim for compensation shall be admitted.

8. **Opening of Tender**

The Tenders shall be opened by the Tender Evaluation Committee immediately after expiry of the time and date fixed in the "Invitation to Tenders". The amount of each Tender will be read and recorded. The Tenderer, or his authorized representative may attend the opening of the Tenders, if he desires, and any comment deemed appropriate shall be permitted.

9. **Successful Tender**

After examining the proposals, the contract shall be awarded to the bidder who submitted a proposal most favorable for the interest of the Republic of Bolivia. The result shall be notified to the successful bidder in writing. The Tender Evaluation Committee shall reserve the right to reject any proposal which does not correspond to the State's interest as well as the right not to select the bidder whose tender price is the lowest.

10. **Unit Price**

The successful bidder shall submit to ENFE all costs for construction together with its proposal. These costs must be included in the contract.

11. **Execution of Contract**

Within _____ days after the ordinance of the Bolivian Government which approves the determination of the tender comes effective, ENFE and the successful bidder shall execute the contract and compile a notarial deed.

The contract agreement form is stipulated in this tender document. Should the contract not be signed due to the fault on the part of the tenderer, the tender guarantee bond shall be cashed and confiscated by ENFE.

12. **Effective Date**

This contract shall become effective on the date of authorization by the Government of the Republic of Bolivia.

13. Performance Bond

The successful bidder shall submit the following documents to ENFE at the time of the contract execution:

- a) Guarantee letter for the contract performance ten per-cent (10%) of the contract sum.
- b) Guarantee letter for the bona fide implementation . . ten per-cent (10%) of the contract sum.

These guarantee letters must be from such banks as are approved by ENFE. The guarantee letter for contract performance shall be settled and returned within thirty (30) days after issuance of the certificate of completion. The guarantee letter for bona fide implementation shall be settled and returned at the time of issuance of the final certificate.

The validity period for each of the guarantee letters shall be one (1) year renewable if necessary to satisfy each of the above time limitations.

14. Advance Payment

Within _____ days after the execution of the contract, ENFE shall make such advance payment as corresponds to each twenty (20) percent of the U.S. Dollar portion and domestic currency portion of the total contract sum to the contractor. Against this advance payment, the contractor shall submit to ENFE the guarantee letter of such banks as are approved by ENFE.

Such guarantee letter shall be returned to the contractor at the stage when the account settlement of the advance payment is finished. The validity period for each of the guarantee letters shall be one (1) year renewable if necessary to satisfy each of the above time limitations.

15. Commencement of Work

The contractor shall commence the work within fifteen (15) days after the date designated by ENFE. In case of a delay of commencement of work without any valid reason, ENFE shall claim the indemnity from the contractor.

16. Payment Currency

The foreign currency portion shall be paid in the U.S. Dollar.
The domestic currency portion shall be paid in the Bolivian peso.

17. Payment

The payment shall be made monthly at piecework rate for the items of the unit price contract, while the payment for the lump sum contract items the total shall be made stepwise as stipulated in the Technical Specifications. The payment shall be the total amount deducting the advance Payment, and no retention money shall be paid within _____ days after receiving the payment bill with ENFE's certificate.

18. Insurance

The contractor shall arrange the insurances in accordance with the provisions in the General Conditions of Contract, at his own expense, through insurance companies which are established and approved for operation in the Republic of Bolivia.

The expense for such insurance premiums shall be distributed among the respective payment items.

19. Change of Unit Price after Detailed Design

In case the unit price stipulated in Bill of Quantity varies by more than ten (10) per-cent after the execution of alignment survey, subsurface exploration and preparation of detailed drawings, the adjustment of both unit prices work quantities and contract amount shall be made by mutual agreement between the contracting parties.

20. Escalation Clause

Adjustments of the unit price shall be made in respect to the rise or fall of labour, materials or fuel costs affecting remarkably the cost of the works.

Adjustments of the contract amount shall be made in accordance with Clause 77 of the General Conditions of Contract.

Reference 1

Invitation to Pre-Qualification

Financed by the Republic of Bolivia, the Bolivian National Railways Corporation (hereinafter called ENFE) hereby invites the first class construction enterprises formally registered in the Republic of Bolivia and/or those similar thereto in foreign countries to submit the proposal for the pre-qualification on the railway construction work between Taperas and Robore in the Eastern Line.

1. Contents of Invitation

- a) Number of Tender invitation: _____
- b) Name of Project: Railway Construction Project, Eastern Line
(Taperas – Robore)
- c) Qualified tender participant:
 - i) The first class construction enterprise formally registered in the Republic of Bolivia.
 - ii) In case of foreign enterprises, the first class construction enterprise which has been formally registered in foreign countries and which shall tie up with a construction enterprise in the Republic of Bolivia.
- d) Agency administering tender and contract: ENFE
- e) Distribution fee of the tender documents: 1 set ___ bS
- f) Place where the application form of pre-qualification is submitted:
 - i) Hand delivery: the Tender Evaluation Committee Branch Office
in ENFE
- g) Number of copy to be submitted for pre-qualification application: 1 original, 2 copies
- h) Closing time and date of the pre-qualification application and place where such application is filed: _____
- i) Language to be used: Spanish
- j) Supervisor of the work: As appointed by ENFE
- k) Office for inquiry and for information: the Tender Evaluation Committee Branch Office
in ENFE
- l) Period of the Work: Within three (3) years
Period of Maintenance: One (1) year

2. Outline of Project

This project aims to construct a new railway line between Tapers and Robore necessitated by the flood disaster in the Eastern Line.

The work consists of the new construction of approximately one hundred and two (102) km long of single maintrack of one meter gauge and four (4) inter-mediate stations.

The project includes excavation, embankment, box culverts and bridges railway tracks comprising rails, cross ties, ballast, turn-outs and various signs, communication facilities for safety operation as well as relevant work concerning station buildings and their auxiliary installations.

In addition to the above, preliminary work of geological survey, a horizontal and vertical dimensions survey, setting out of the center line stakes and detail design of the alignment, the profile, cross sections, structures, buildings and communication are included as parts of the project.

3. Composition of Tender Documents

The documents necessary for the tender of the railway construction project, eastern line (Taperas -- Robore) are as follows:

- a) Instructions to Bidders (Volume 1)
- b) General Conditions of Contract (Volume 2)
- c) Bid Form (Volume 3)
- d) General Specifications (Volume 4)
- e) Technical Specification (Volume 5)
- f) Special Specifications (Volume 6)
- g) Bill of Quantity (Volume 7)
- h) Drawings (Volume 8)
- i) Form of Agreement (Volume 9)

Invitation to Tender

To: _____

After examining the application for pre-qualification submitted by you, the Tender Evaluation Committee has admitted that you are qualified for participation in tendering this project and hereby invites you to submit your proposal in the following manner:

1. Name of project: Railway Construction Project, Eastern Line
(Taperas – Robore)
2. Project employer: ENFE

Supervisor: _____

3. Submission of the proposal:
Closing time and date: _____:00, _____, 19_____
Place: the Tender Evaluation Committee Branch Office
in ENFE

4. Opening of the proposal:
Time and Date: _____:00, _____, 19_____
Place: _____

5. Construction period of this project.
This project shall be completed within _____ months after the commencement date of the work.

The maintenance period shall be one (1) year after the provisional acceptance.

6. Finance of this project:
This project shall be financed by the Government of the Republic of Bolivia.

Date: _____

Signature: _____

Chairman, the Tender Evaluation Committee

Appendix 1

Bid Bond

Bank: _____

Dear Sirs,

We shall stand guarantee for (name of bidder) up to the amount of _____ Bolivia pesos and/or U.S. Dollars in order to assure the proposal submitted to the Tender Evaluation Committee on the implementation of the railway construction project, eastern line (Taperas -- Robore).

In case the Company (name of bidder) guaranteed by us fails to sign to the contract prepared in accordance with the terms and conditions of the tender documents, we shall promise to pay the above guarantee money to ENFE on receipt of the bill signed by _____ of ENFE.

We clearly declares that this guarantee shall have nothing to do with any other documents, legal papers or the existing contracts between ENFE and the guaranteed, including the modification to or expansion of such documents, and therefore, we shall assume no responsibilities, legally and otherwise, except for those expressed specifically in this guarantee letter.

This letter shall remain valid and effective for ninety (90) calendar days from the submission date of the proposal _____, 19__.

Sincerely yours,

Date: _____

Place: _____

Approved Signature: _____

Name and Title of the Signatory: _____

Performance Bond of Contract

Bank: _____

Dear Sirs,

We shall stand guarantee up to the amount of _____ Bolivian pesos and/or U.S. Dollars in order to assure respectively complete, efficient and oportune execution of all the responsibilities assumed by _____ Company who is the Contractor of the railway construction project, eastern line (Taperas – Robore).

We shall pay the above guarantee money on receipt of the notice signed by _____ of ENFE to the effect that _____ Company fails to performs the contractual obligations.

This guarantee shall remain valid and effective for _____ calendar days from today, namely, until _____, 19__.

Sincerely yours,

Date: _____

Place: _____

Approved Signature: _____

Name and Title of the Signatory: _____

Appendix 3

Guarantee Letter for Bona Fide Implementation

Bank: _____

Dear Sirs,

We shall stand guarantee up to the amount of _____ Bolivian pesos and/or U.S. Dollars in order to assure the bona fide implementation of the work done by _____ who is the Contractor for the railway construction project, eastern line (Taperas – Robore).

We shall pay the above guarantee money or receipt of the notice signed by _____ of ENFE to the effect that _____ Company fails to make the bona fide implementation of the work.

This guarantee shall remain valid and effective for _____ calendar days from today, namely until _____, 19____.

Sincerely yours,

Date: _____

Place: _____

Approved Signature: _____

Name and Title of the Signatory: _____

Guarantee Letter for Advance Payment

Bank: _____

Dear Sirs,

We shall stand guarantee for _____ Company up to the amount of _____ Bolivian pesos and/or U.S. Dollars for the correct use of the advance payment granted by ENFE on the implementation of the railway construction project, eastern line (Taperas – Robore).

This bond shall be unconditional and irrevocable and the payment shall be made to ENFE on receipt of the notice given by _____ of ENFE to the effect that our guaranteed company has failed to reimburse the advance payment which is the object of this guarantee.

This guarantee shall remain valid and effective for _____ calendar days from today, namely until _____, 19____.

Sincerely yours,

Date: _____

Place: _____

Approved Signature: _____

Name and Title of the Signatory: _____

Letter of Acceptance

To: _____

Subject to this notice of successful bid, the proposal and your particulars of unit prices dated _____, 19____, we shall entrust you with the railway construction project, eastern line (Taperas - Robore).

1. Contract Amount

The total amount of this contract is Bolivian pesos (_____) (_____ pesos) and/or U.S. Dollar (_____) (_____ U.S.\$), and on basis of the exchange rate (b\$ _____ U.S.\$) in the Central Bank of Bolivia on _____, 19____, the said amount is _____ pesos (_____ pesos) in total.

2. Advance Payment

The advance payment is made under the following conditions:

- 1) Advance payment for the Bolivian peso portion
The advance payment shall be twenty (20) per-cent of the Bolivia peso contract portion (_____ pesos) and shall be paid within _____ days after the effective date of this Contract.
- 2) Advance payment for the U.S. Dollars portion
The advance payment shall be twenty (20) per-cent of the U.S. Dollar contract portion (_____ U.S.\$) and shall be paid within _____ days after the effective date of this contract.
- 3) Against the advance payment set forth in the preceding paragraphs 1) and 2), the contractor shall submit to ENFE the guarantee letter.
This guarantee shall be effective until the time when the reimbursement of such advance money is completed.

3. Supervisor

The supervisor for implementing this Contract shall be _____.

4. Performance Bond

The performance bond for implementing this Contract shall be ten (10) per-cent of the contract sum. This guarantee letter shall be submitted within _____ days after the effective date of this Contract and shall be returned at the time when the Final Certificate is issued.

5. Guarantee of Bona Fide Implementation

The security money for the bona fide implementation on the execution of this Contract shall be

ten (10) per-cent of the contract sum. This guarantee letter shall be submitted within _____ days after the effective date of this Contract and shall be returned at the time when the Final Certificate is issued.

6. Construction Period

The construction period for the execution of this Contract shall be _____ month (calendar month). This period shall be counted from the commencement date of the work.

7. Acceptance

The provisional acceptance shall be made by request of the contractor, after substantial completion of the work.

The final acceptance shall be made one (1) year after the provisional acceptance.

IN WITNESS WHEREOF, one (1) copy of this Letter with signatures shall be returned after this notice of successful bid has been received.

Date: _____

the Tender Evaluation Committee by: _____

ENFE by: _____

Date: _____

Contractor's signature: _____



