

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

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

FINAL REPORT

(DRAFT) BIDDING DOCUMENTS

Package A Civil and Building Works

VOLUME I-A

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

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OCTOBER 2002

NIPPON KOEI CO., LTD.

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

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(DRAFT) BIDDING DOCUMENTS
Package A Civil and Building Works
Volume I-A

OCTOBER 2002 NIPPON KOEI

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COMISION EJECUTIVA PORTUARIA AUTONOMA (CEPA)

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

FINAL REPORT

(DRAFT) BIDDING DOCUMENTS

Package A: Civil and Building Works

VOLUME I-A

<i>Section 1</i>	<i>Instructions to Bidders</i>
<i>Section 2</i>	<i>Bid Forms</i>
<i>Section 3</i>	<i>Contract Forms</i>
<i>Section 4</i>	<i>Conditions of Contract</i>

OCTOBER 2002

NIPPON KOEI CO., LTD.



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Invitation to Bid

LA UNION PORT DEVELOPMENT PROJECT

Bidding Documents for Package A: Civil and Building Works

Volume I-A

Invitation to Bid

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**LA UNION PORT DEVELOPMENT PROJECT
PACKAGE A : CIVIL AND BUILDING WORKS**

INVITATION TO BID

Date: *(Date of issuance of Invitation)*

JBIC Loan No.: ES-P5

Bidding No. _____

1. The Government of the Republic of El Salvador has received an ODA (Overseas Development Assistance) Loan from the Japan Bank for International Cooperation (hereinafter referred to as "JBIC") toward the cost of the La Unión Port Development Project, and intends to apply the proceeds of the loan to payments under this Contract. Disbursement of an ODA Loan by JBIC will be subject, in all respects, to the terms and conditions of the Loan Agreement ES-P5 dated October 25, 2001, including the disbursement procedures and the "Guidelines for Procurement under JBIC ODA Loans". No party other than the Government of the Republic of El Salvador shall derive any rights from the Loan Agreement or have any claim to loan proceeds. The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Government of the Republic of El Salvador will take appropriate measures for financing.
2. JBIC requires that bidders and contractors, as well as the Government of the Republic of El Salvador, under contracts funded with JBIC ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JBIC;
 - (a) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) will recognize a contractor as ineligible, for a period determined by JBIC, to be awarded a contract funded with JBIC ODA Loans if it at any times determines that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with JBIC ODA Loans or other Japanese ODA.
3. The Comisión Ejecutiva Portuaria Autónoma (CEPA), the Project executing agency of the Government of the Republic of El Salvador (hereinafter referred to as "the Employer") invites sealed bids from prequalified bidders for the construction and completion of Package A: Civil and Building Works (hereinafter referred to as "the Works") consisting of the following components:
 - Dredging of approximately 11 million m³ for the inner channel, outer channel and turning basin
 - Land reclamation of approximately 3 million m³
 - Construction of 340 m of container berth with concrete caisson type structure
 - Construction of 220 m of multi-purpose berth with concrete caisson type structure
 - Construction of 240 m of passenger terminal with dolphin type structure
 - Construction of revetments with a total length of approximately 650 m
 - Construction of approximately 170,000 m² of pavement
 - Construction of terminal utilities
 - Construction of buildings including administration building, container freight station, maintenance and repair shop, gates and other buildings for utilities

4. Bidders may obtain further information from, and inspect and acquire the Bidding Documents at the office of the Employer at the following address:

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

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

Payment can be made in cash or by certified check addressed to

6. All bids must be accompanied by a security of US\$ 1,500,000, and must be delivered to Unidad de Adquisiciones y Contrataciones Institucional, at the address indicated in Clause 4 above, not later than 10:00 a.m. (El Salvador Standard Time) on, 200...(90 days) Bids will be opened immediately thereafter in the presence of bidders' representatives who choose to attend.

7. The estimated date of award is, 200 ...

Section 1

Instructions to Bidders

LA UNION PORT DEVELOPMENT PROJECT

Bidding Documents for Package A: Civil and Building Works

Volume I-A

Section 1: Instructions to Bidders

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SECTION 1. INSTRUCTIONS TO BIDDERS

A. GENERAL

- 1. Scope of Bid**
- 1.1 The Comisión Ejecutiva Portuaria Autónoma (CEPA), an executing agency of the Government of the Republic of El Salvador (hereinafter referred to as "the Employer") wishes to receive bids for the construction and completion of Package A: Civil and Building Works (hereinafter referred to as "the Works") under the La Unión Port Development Project (hereinafter referred to as "the Project). The Works consist of the following major components:
- Dredging of approximately 11 million m³ for the inner channel, outer channel and turning basin
 - Land reclamation of approximately 3 million m³
 - Construction of 340 m of container berth with concrete caisson type structure
 - Construction of 220 m of multi-purpose berth with concrete caisson type structure
 - Construction of 240 m of passenger terminal with dolphin type structure
 - Construction of revetments with a total length of approximately 650 m
 - Construction of approximately 170,000 m² of pavement
 - Construction of terminal utilities
 - Construction of buildings including administration building, container freight station, maintenance and repair shop, gates and other buildings for utilities
- 1.2 The successful bidder will be expected to complete the whole of the Works within 36 months from the date of commencement of the Works.
- 2. Source of Funds**
- 2.1 The Government of the Republic of El Salvador has received an ODA (Overseas Development Assistance) Loan from the Japan Bank for International Cooperation (hereinafter referred to as "JBIC") toward the cost of the Project, and intends to apply a portion of the proceeds of the loan to payments under this Contract. Disbursement of an ODA Loan by JBIC will be subject, in all respects, to the terms and conditions of the Loan Agreement ES-P5, including the disbursement procedures and the "Guidelines for Procurement under JBIC ODA Loans". No party other than the Government of the Republic of El Salvador shall derive any rights from the Loan Agreement or have any claim to loan proceeds. The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Government of the Republic of El Salvador will take appropriate measures for financing.
- 2.2 JBIC requires that bidders and contractors, as well as the Comisión

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

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

3. Eligible Bidders

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

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

- obligations;
- (v) To have provided false information required in the Bidding Documents;
 - (vi) Bidding as a foreign legal person but not being legally constituted in conformity with the regulations of his country, or has not complied with national law and regulations applicable to his operation; and
 - (vii) To have evaded the responsibility under other contracts, by any machination, legal contrivance or fact.
- (c) Notwithstanding the conditions set forth in Item (c) above, no one of the following is allowed to bid:
- (i) Members of the Council of Ministers;
 - (ii) Public officials or employees of organizations where they are owners, partners or stockholders with a value of shares higher than 25% of the social capital of the company, or administrators, managers, directors or legal representatives of bidders for the works, goods or services; and
 - (iii) The spouse or person living together, and persons who have any link or relationship up to second grade of affinity and fourth grade of blood relationship, with the public officials mentioned above.

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

4. Qualification of the Bidder

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

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

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

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

(iv) current litigation information.

- 4.2 Bidders shall also submit supplementary documents comprising at least the forms provided in Section 2 (Forms B1 to B10) and any other information deemed necessary to demonstrate the bidder's capabilities to fulfill his duties under the Contract, in accordance with the Specifications and within the time specified in the Bidding Documents.
- 4.3 The prequalified bidder as a joint venture or consortium shall not be allowed to change/alter any member of the joint venture or consortium and any specialist subcontractor proposed in his Prequalification Documents.
- 4.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
- (a) The bid shall include all the information and documents listed in Sub-Clauses 4.1 and 4.2 above;
 - (b) The bid, and in case of a successful bid, the Form of Agreement, shall be signed so as to be legally binding on all partners;
 - (c) One of the partners shall be authorized to be in charge; and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners;
 - (d) The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
 - (e) All partners of the joint venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful bid); and
 - (f) A copy of the authenticated agreement entered into by the joint venture partners shall be submitted with the bid (Public Document that proves the existence of an agreement for joint venture of several bidders, or through joint document as required in the origin country).
- 4.5 All documents issued in foreign countries and that will become a part of the bid shall be legalized through one of the following three processes:
- (a) The "APOSTILLE" process established by the Pact No. 12 "Pact Abolishing the Requirements of Legalization for Foreign Public Documents" dated October 5, 1961 in The Hague Conventions on Private International Law.
 - (b) The process established by Article 261 of the Code of Civil

Procedures of the Republic of El Salvador which requires that:

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

4.6 Prospective bidders shall, within 14 calendar days from the date of the Invitation for Bids, send by fax (hereinafter, the term "fax" is deemed to include electronic transmission means such as facsimile and cable) or registered mail, or deliver by hand against receipt, to the Employer at the address indicated in the Invitation for Bids a signed "Declaration of Intent to Bid" using the form provided in Section 2 (Form A1).

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

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

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

- 5. One Bid per Bidder** 5.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid other than alternatives pursuant to Sub-Clause 17.1 will be disqualified. The bid shall cover the whole Package A Works. Separate bids for any part or section of the Works will not be accepted.
- 6. Cost of Bidding** 6.1 The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.
- 7. Site Visit** 7.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all

information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

7.2 The bidder and any of his personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his personnel and agents, will release and indemnify the Employer and his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

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

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

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

B. BIDDING DOCUMENTS

8. Contents of Bidding Documents

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

Volume I-A Invitation to Bid

Section 1 Instructions to Bidders

Section 2 Bid Forms:

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

Section 3 Contract Forms:

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

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

Volume II-A Bill of Quantities

Volume III-A Specifications

Volume IV-A Drawings

- 8.2 The bidder is expected to examine carefully the contents of the Bidding Documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 27, bids which are not fulfilling completely the requirements of the Bidding Documents will be rejected.
- 9. Clarification of Bidding Documents**
- 9.1 A prospective bidder requiring any clarification of the Bidding Documents may notify the Employer in writing or by fax (hereinafter, the term "fax" is deemed to include electronic transmission such as facsimile and cable) at the Employer's address indicated in the Invitation to Bid.
- The Employer will respond to any request for clarification which he receives earlier than 28 calendar days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry.
- 10. Amendment of Bidding Documents**
- 10.1 At any time earlier than 15 days prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 8.1, and shall be communicated in writing or by fax to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum by fax to the Employer.
- C. PREPARATION OF BIDS**
- 11. Language and Measurement System of Bid**
- 11.1 The bid, and all correspondence and documents related to the bid and exchanged between the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided that they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 11.2 The Metric System of Units shall be employed in the bid, and in all correspondence and documents related to the bid and exchanged between the bidder and the Employer
- 11.3 Any documents and certificates issued in foreign countries shall be legalized as specified in Sub-Clause 4.5.
- 12. Documents Comprising the Bid**
- 12.1 The bid submitted by each bidder shall comprise the following:
- (a) Duly filled-in Bid Form (Form A2)
 - (b) Bid Security (Form A3) furnished in accordance with Clause 16

- (c) Power of Attorney (Form A4) as provided for in Sub-Clause 4.1 (a);
- (d) Updated information or changes since Prequalification (Form A5) as provided for in Sub-Clause 4.1 (b) hereof;
- (e) Joint Venture/Consortium Agreement (Form A6) as provided for in Sub-Clause 4.4, in the case the bidder is a joint venture or consortium;
- (f) Subcontracting Agreement, if any;
- (g) Priced Bill of Quantities (Volume II-A) including Schedule of Daywork and Unit Price Analyses of pay items of US\$ 300,000 and over; and
- (h) Supplementary documents as prescribed in Sub-Clause 4.2.

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

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

- Envelope 1: Technical Proposal containing
 - Bid Security (Item (b) above);
 - Power of Attorney (item (c) above);
 - Updated Prequalification Information (Item (d) above);
 - Joint Venture/Consortium Agreement (Item (e) above), if any;
 - Subcontracting Agreement (Item (f) above), if any; and
 - Supplementary documents (Item (h) above).
- Envelope 2: Financial Proposal containing
 - Bid Form and Appendix to Bid (Item (a) above); and
 - Priced Bill of Quantities (Item (g) above) including Schedule of Daywork and Unit Price Analyses.

13. Bid Prices

- 13.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole Works as described in Sub-Clause 1.1, based on the unit rates and prices submitted by the bidder.
- 13.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 13.3 The bidder shall provide along with his priced Bill of Quantities a detailed Unit Price Analysis for any pay item costing US\$ 300,000 or more as instructed in the Preamble for General Application in Volume II-A.
- 13.4 The rates and prices quoted in the Bills of Quantities shall be inclusive of all relevant foreign taxes and duties but exclusive of all taxes, duties and levies imposed in the Republic of El Salvador with regard to the procurement of equipment and materials and the execution of works

under the Contract.

- 13.5 The estimated amounts of all taxes, duties and levies payable under the Contract including, but not limited to, IVA (Impuesto al Valor Agregado), business income tax, municipal tax, customs and import duties shall be indicated in the appropriate columns and sections in the Summary of Bid Prices, as instructed in the Preamble for General Application.

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

- 13.6 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on any account except as provided for in Clause 51 of the General Conditions of Contract.

14. Currencies of Bid and Payment

- 14.1 The unit rates and the prices shall be quoted by the bidder separately in:
- (a) US Dollar for those inputs to the Works which the bidder expects to supply from outside the Employer's country (referred to as "the foreign currency requirements"); and
 - (b) US Dollar for those inputs to the Works that the bidder expects to supply from within the Republic of El Salvador.
- 14.2 Payment of the contract price shall be made in US Dollar.
- 14.3 The foreign currency requirements generally include the following:
- (a) Expatriate staff and labor employed directly on the Works;
 - (b) Social, insurance, medical and other charges relating to such expatriate staff and labor, and foreign travel expenses;
 - (c) Imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
 - (d) Depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;
 - (e) Foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
 - (f) Overhead expenses, fees, profit, and financial charges arising outside El Salvador in connection with the Works.

14.4 Bidders may be required by the Employer to clarify their foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Appendix to Bid are reasonable and responsive to the conditions set forth in Sub-Clause 14.1, in which case the bidder shall provide a detailed breakdown of his foreign currency requirements.

15. Bid Validity

15.1 Bids shall remain valid for a period of 180 calendar days after the date of bid opening specified in Sub-Clause 24.1.

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension, and in compliance with Clause 16 in all respects.

16. Bid Security

16.1 The bidder shall furnish, as part of his bid, a bid security in the amount of One Million Five Hundred Thousand US Dollars (US\$1,500,000).

16.2 The Bid Security shall be in the form of a bond or guarantee issued by a foreign major bank, bonding or insurance company which has a correspondent bank, bonding or insurance company located in El Salvador. Such guarantor shall be authorized by the Financial System Superintendence (Superintendencia del Sistema Financiero) of the Republic of El Salvador. The format of the bank guarantee shall be in accordance with the form of Bid Security (Form A3) given in Section 2. The Bid Security shall remain valid for a period of 28 days beyond the original validity period for the bid, and beyond any period of extension subsequently requested under Sub-Clause 15.2.

16.3 Any bid not accompanied by an acceptable Bid Security, in accordance with the Clause 16.1 and 16.2, shall be rejected by the Employer as non-responsive.

16.4 The Bid Security of a joint venture shall define as "bidder" all the joint venture partners and list them in the following manner: a joint venture consisting of " _____ " and " _____ ".

16.5 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 calendar days after the expiration of the period of bid validity.

16.6 The Bid Security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required Performance Security.

16.7 The bid security may be forfeited

(a) If the bidder withdraws his bid during the period of bid validity period; or

(b) If the bidder does not accept the correction of his bid price,

pursuant to Sub-Clause 28.2; or

- (c) In the case of a successful bidder, if it fails within the specified time limit to:
 - (i) Sign the Agreement, or
 - (ii) Furnish the required Performance Security.

17. Alternative Proposals by Bidders

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

18. Pre-Bid Meeting

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

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

Date: , 200... (45 days before submission)

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

19. Format and Signing of Bid

- 19.1 The bidder shall prepare one original and five (5) copies of the Bidding Documents comprising the bid as described in Clause 12 of these Instructions to Bidders, clearly marked "ORIGINAL" and "COPY" as

appropriate. In the event of discrepancy between them, the original shall prevail.

- 19.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-Clauses 4.1 (a) or 4.4 (c), as the case may be. All pages of the Bid shall be numbered and stamped. The person or persons signing the bid shall initial all pages of the bid where entries or amendments have been made.

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

- 19.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

20. Sealing and Marking of Bids

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

- 20.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the following address:

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

and

- (b) bear the following identification:

- ENVELOPE 1 or ENVELOPE 2
- BID FOR PACKAGE A: CIVIL AND BUILDING WORKS FOR LA UNION PORT DEVELOPMENT PROJECT
- DO NOT OPEN BEFORE (time and date for bid opening defined in Sub-Clause 24.1).

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

- 20.4 If the outer envelope is not sealed and marked as prescribed above, the Employer will assume no responsibility for the misplacement or

premature opening of the bid.

21. Deadline for Submission of Bids

21.1 Bids must be received by the Employer at the address specified in Clause 20.2 no later than 10:00 a.m. (El Salvador Standard Time) on, 200... (90 days)

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

22. Late Bids

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

23. Modification and Withdrawal of Bids

23.1 Bidders may modify or withdraw their bids after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.

23.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy.

23.3 No bid may be modified subsequent to the deadline for submission of bids.

23.3 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in the forfeiture of the bid security pursuant to Clause 16.

E. BID OPENING AND EVALUATION

24. Bid Opening

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

Time and date: 10:05 a.m. (El Salvador Standard Time),
_____ 200 ...

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

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

24.2 The envelopes marked "WITHDRAWAL" will be opened first and the name of the bidders read out. Bids for which an acceptable notice

of withdrawal has been submitted pursuant to Clause 23 will not be opened.

- 24.3 The bidder's name, the presence or absence of the Bid Form, the Bid Security, the Power of Attorney and the Envelope 2, the documents listed in Sub-clause 12.2 for the Envelope 1, and any such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening.

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

- (a) Bid Form (Form A2)
 - (b) Bid Security (Form A3)
 - (c) Power of Attorney (Form A4)
 - (d) Envelope 2
- 24.4 The Employer will prepare a Minutes of Bid Opening, including the information disclosed to those present in accordance with Sub-Clause 24.3. The bidders' representatives will be requested to sign the Minutes.
- 24.5 The Envelope 2 of each bidder will be signed by the representatives of all bidders and will be kept unopened by the UACI.
- 24.6 The Employer will first evaluate the Technical Proposal in the Envelope 1 and inform the evaluation results to all the bidders, after approval of such results by JBIC. The retained bidders will then be invited to attend the opening of the Envelope 2: Financial Proposal.
- 24.7 Upon opening of the Envelope 2, the bidder's name, the name and number of Bid Package, the Bid Prices indicated on the Bid Form, including any alternative Bid Prices or deviation, any discounts, the presence or absence of the Priced Bill of Quantities and other documents specified in Sub-Clause 12.2 for Envelope 2, and the proposed Completion Time will be announced and recorded on the Minutes of Bid Opening which will be signed by the members of the UACI Bid Reception and Opening Committee and by the representatives of all bidders.

25. Process to Be Confidential

- 25.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of the Contracts shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

Any effort by a bidder to influence the Employer's processing of bids or award decisions shall result in the rejection of the bidder's bid.

26. Clarification of Bids

- 26.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including further details of unit rates. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance

with Sub-Clause 28.1.

- 27. Preliminary Examination of Bids and Determination of Responsiveness**
- 27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid
- (i) meets the eligibility criteria of JBIC ODA Loans;
 - (ii) has been properly signed;
 - (iii) is accompanied by the required securities;
 - (iv) is fully responsive to the requirements of the Bidding Documents; and
 - (v) provides any clarification and/or substantiation that the Employer may require pursuant to Clause 26.
- 27.2 A fully responsive bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one
- (i) which affects in any substantial way the scope, quality or performance of the Works;
 - (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or
 - (iii) whose rectification would affect unfairly the competitive position of other bidders presenting fully responsive bids.
- 27.3 If a Bid is not fully responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 28. Correction of Errors**
- 28.1 Bids determined to be fully responsive will be checked by the Employer for any arithmetic errors. Arithmetic errors will be rectified on the following basis:
- (a) if there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - (b) If there is a discrepancy between the unit rate and the total cost per item, that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost per item will be corrected unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost per item as quoted will govern and the unit rate corrected.
 - (c) If there is a discrepancy between the total bid amount and the sum of total costs per item, the sum of the total costs per item shall prevail and the total bid amount will be corrected.
- 28.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the Bid

29. Evaluation and Comparison of Bids

- Security may be forfeited in accordance with Sub-Clause 16.7 (b).
- 29.1 The Employer will evaluate and compare only the bids determined to be fully responsive in accordance with Clause 27 and qualified for award of Contract in accordance with Clause 4.
- 29.2 In evaluating the bids, the Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause 28;
 - (b) excluding the Provisional and Contingencies amounts entered in the Summary of Bill Price;
 - (c) applying any discounts offered by the bidder for award; and
 - (d) excluding all taxes and duties.
- 29.3 The Employer reserves the right to accept or reject any variation, or deviation. Variations, deviations and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in the accrual of unsolicited benefits to the Employer will not be taken into account in bid evaluation.
- 29.4 The bid evaluation will take into account the prices quoted in the Bill of Quantities and other financial features of the bid, but price discount offers in any form will not be accepted.
- In addition the evaluation will also consider other criteria such as:
- Construction time schedule
 - Construction method
 - Quality control and quality assurance systems
 - Labor and materials
 - Safety measures
 - Environmental protection measures
- 29.5 The bidder offering the lowest Evaluated Bid Price will be requested to provide the detailed Unit Price Analyses for all the pay items of the Bills of Quantities, except those already provided for items costing US\$ 300,000 or over as prescribed in Sub-Clause 13.3. The price analyses shall demonstrate that the quoted prices are balanced and consistent with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the payment schedule, the Employer may require that the amount of the performance security set forth in Clause 35 be increased at the expense of the bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

30. Award

- 30.1 Subject to Clause 32, the Employer will award the Contract to the bidder whose bid has been determined to be strictly responsive

- according to the Bidding Documents and which has offered the lowest Evaluated Bid Amount, according to Clause 29, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of Sub-Clause 3.1; and (ii) qualified in accordance with the provisions of Clause 4.
- 31. Contact with the Employer**
- 31.1 Except for the purpose of bid clarification as provided in Clause 26, no bidder shall contact the Employer on any matter relating to his bid, from the time of bid opening to the time of Contract award.
- 31.2 Any effort by a bidder to influence the Employer in his decision in respect of bid evaluation, bid comparison or Contract award may result in the rejection of the bidder's bid and his Bid Security may be forfeited
- 32. Employer's Right to Accept any Bid and to Reject any or all Bids**
- 32.1 Notwithstanding Clause 30, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of the Contracts, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.
- 32.2 A bidder whose bid is not accepted shall have no recourse against the Employer nor receive any indemnity whatsoever.
- 33. Notification of Award**
- 33.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by registered letter, or by fax confirmed by registered letter, that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 Upon the furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.
- 34. Signing of Agreement**
- 34.1 At the same time that the Employer notifies the successful bidder that his bid has been accepted, the Employer will invite the bidder to sign the Form of Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 34.2 Within the period indicated in the Appendix to Bid, the successful bidder shall be present at the Employer's office and sign the Agreement.
- 34.3 The successful bidder will be required to pay the stamp duty, if any, at the time of signing of the Agreement.
- 34.4 Upon fulfillment of Sub-Clause 34.2 above, the Employer will promptly notify the other bidders that their bids have been unsuccessful, and their Bid Security will be returned as promptly as

possible, in accordance with Sub-Clause 16.5.

**35. Performance
Security**

35.1 Within the period indicated in the Appendix to Bid, the Contractor shall furnish to the Employer a Performance Security in an amount equivalent to 10% percent of the Contract Price in accordance with the Conditions of Contract. The form of Performance Security provided in Section 3 of the Bidding Documents shall be used and its conditions shall comply with Sub-Clause 10.1 of Section 4. Part II – Conditions of Particular Application.

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

Section 2

Bid Forms

LA UNION PORT DEVELOPMENT PROJECT

Bidding Documents for Package A: Civil and Building Works

Volume I-A

Section 2 Bid Forms

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Form A1

Declaration of Intent To Bid

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

Re.: **La Unión Port Development Project**
Package A: Civil and Building Works

Dear Sirs,

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

Date: _____, 200..

Signature and Official Seal of Company

(Name of Signatory)

(Title of Signatory)

Name and Address of Company / Joint Venture

Form A2

Form of Bid

Name of Contract : Package A : Civil and Building Works
for La Unión Port Development Project

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

Dear Sirs,

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

US Dollars _____

(amount in words in block capitals or typed)

(_____)

(amount in figures)

as detailed in the priced Bill of Quantities attached hereto.

2. The enclosed completed Bid Forms and other information required by the Bidding Documents shall be read and construed as forming an integral part of this Bid and binding upon us.

3. We undertake, if our Bid is accepted, to complete the whole of the Contract Works in accordance with the Bidding Documents and within a total period of

(number of days in words)

(_____) days

(in figures)

4. We also undertake, if our Bid is accepted:

- (a) to send a representative having our Power of Attorney to negotiate the Contract with you on the date and time specified in your letter of invitation;
- (b) to enter into and execute the Contract Agreement with you within twenty eight (28) days from the date of issuance of your Letter of Acceptance; and

Signature of Bidder _____

(c) to commence the Works immediately upon receipt of the Engineer's Notice to Proceed.

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

Dated this _____ day of _____ 200..

Signature: _____

in the capacity of _____

duly authorised to sign Bids for and on behalf of

(in block capitals or typed)

Address _____

Witness _____

Address _____

Occupation _____

Signature of Bidder _____

Appendix to Bid

Bidders shall fill in all the appropriate blank spaces and sign each page of the Appendix to Bid.

	Sub-Clauses in General Conditions and Instructions to Bidders	
Definitions	1.1 (a) (i)	The Employer is the Comisión Ejecutiva Portuaria Autónoma of the Government of the Republic of El Salvador.
	1.1 (a) (iv)	The Engineer is
	1.1 (a) (vii), 69.6	The JBIC means the JAPAN BANK FOR INTERNATIONAL COOPERATION (former OVERSEAS ECONOMIC COOPERATION FUND - OECF) of Japan.
Engineer's Authority to Issue Variations	2.1 (b) (iv)	0% percent of the Contract Price.
Language(s) and Law	5.1 (a)	The language is English.
	5.1 (b)	The law is that in force of the Republic of El Salvador.
Performance Security	10.1	The performance security shall be in the form of an unconditional/on demand bank guarantee of an amount equivalent to 10% of Contract Price.
Inspection of Site	11.1	Data made available by the Employer under Sub-Clause 11.1 are open for inspection at Comisión Ejecutiva Portuaria Autónoma (CEPA) Edificio Torre Roble Boulevard de Los Héroes San Salvador, El Salvador.
Work Program to be Submitted	14.1	14 days after the date of Notice to Proceed.
Cash Flow Estimate	14.3	7 days after the approval date of the Work Program.
Country of the Employer	16.4	The country of the Employer is the Republic of El Salvador.
Minimum Amount of Third Party Insurance	23.2	US\$ 1,000,000 per case with the number of cases unlimited
Evidence and Terms of Insurance	25.1	28 days after the date of Notice to Proceed

Signature of Bidder _____

	Sub-Clauses in General Conditions and Instructions to Bidders	
Signing of Agreement	35.2 (Instructions)	14 days after the date of invitation to sign the Agreement
Performance Security	36.1 (Instructions)	28 days after the date of Contract signing
Time for Issue of the Notice to Proceed	41.1	Within 14 days after the date of Contract approval by JBIC.
Commencement of Works	41.1	Upon receipt of the Notice to Proceed
Time for Completion	43.1	Maximum thirty six (36) months from the date of the Notice to Proceed.
Amount of Liquidated Damages	47.1	The following rates of reduction of the final Contract Price shall be applied for each day of delay after the completion time prescribed for the whole Works: - 0.1% for the first 30 days - 0.125% for the next 30 days - 0.125% from the 61 st day
Limit of Liquidated Damages	47.1	12 percent of the final Contract Price.
Amount of Bonus for Early Completion	47.3	Not applicable.
Limit of Bonus	47.3	Not applicable.
Taking-Over of Sections	48.2 (a)	Not applicable.
Defects Liability Period	49.1	One year from the date of Taking-Over
Monthly Statements	60.1, 60.10, 60.11	Number of copies of Monthly Statement: One original and 5 copies
Minimum Amount of Interim Payment Certificates	60.2	5 percent of Contract Price
Origin of Materials	60.3 (a) (v) 60.3 (d)	Fill in the table below:

Payment

Materials Description	Origin	Payment Currency

Retention Money	60.5	10 percent of Interim Payment Certificates.
Amount of Advance Payment	60.7	20 percent of Contract Price.

Signature of Bidder _____

Sub-Clauses in
 General
 Conditions and
 Instructions to
 Bidders

Start of Repayment of Advance Payment	60.7	From the first Interim Payment
Monthly Recovery of Advance Payment	60.7	20 percent from the amount mentioned in the Interim Payment Certificate
Notice to Employer and Engineer	68.2	

The Employer's address is.

Comisión Ejecutiva Portuaria
 Autónoma (CEPA)
 Edificio Torre Roble
 Boulevard de Los Héroes
 San Salvador, El Salvador.
 Tel. No.
 Fax No.

The Engineer's address is

.....

Signature of Bidder _____

Form A3

Bid Security (Bank Guarantee)

WHEREAS, _____ (name of Bidder)
(hereinafter called "the Bidder") has submitted his Bid dated _____ for
the execution of Package A: Civil and Building Works for the La Unión Port Development Project

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

(hereinafter called "the Bank") are bound unto the Comisión Ejecutiva Portuaria Autónoma
(hereinafter called "the Employer") in the sum of _____ /1

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

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

THE CONDITIONS of this obligation are:

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

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

Signature of Bidder _____

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

Date _____ 200..

Name of the Bank: _____

Signature : _____ Seal _____

Name and Position of Signatory: _____

Witness _____

(signature, name, and address)

Witness _____

(signature, name, and address)

Signature of Bidder _____

Form A4

**Power of Attorney
(a. for Independent Bidders)**

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

**Re: La Unión Port Development Project
Contract Package A: Civil and Building Works**

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

Name in full: _____
Title: _____

Signature: _____

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

(Name of Company and Seal)

Signature: _____

(Name)

(Title)

Certified by Public Notary

(Name and Title)

(Signature and Seal)

Signature of Bidder _____

Form A4

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

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

**Re: La Unión Port Development Project
Contract Package A: Civil and Building Works**

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

Name in full: _____

Title: _____

Signature: _____

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

For: _____

(Name of 1st Company)

Name and title of signatory:

Signature & Seal: _____

For: _____

(Name of 2nd Company)

Name and title of signatory:

Signature & Seal: _____

Signature of Bidder _____

For: _____

(Name of 3rd Company)

Name and title of signatory:

Signature & Seal: _____

For: _____

(Name of 4th Company)

Name and title of signatory:

Signature & Seal: _____

Certified by Public Notary:

(Name and Title)

(Signature & Seal)

Signature of Bidder _____

Form A5

Updated Prequalification Information

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

- (a) the prequalified bidder as a joint venture or consortium shall not alter any members of the joint venture or consortium proposed at the Prequalification stage; and
- (b) the financial status of the Bidder shall be equal to or better than that at the Prequalification stage.

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

Signature of Bidder _____

Form A6

Joint Venture/Consortium Agreement

WHEREAS:

1. The Comisión Ejecutiva Portuaria Autónoma (hereinafter called "the Employer") has issued the Bidding Documents for the Contract Package A : Civil and Building Works for La Unión Port Development Project;
2. And the parties to the present Joint Venture (or Consortium) Agreement, comprising:

and

being represented by the Joint Venture (or Consortium) representative designated in Clause E below, desire to participate jointly in Bid for the above Contract Package A: Civil and Building Works.

NOW IT HAS BEEN JOINTLY AGREED UPON AND DECIDED:

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

Member: -----
Work Component(s): _____ Share : _____ per cent (..... %)

Member: -----
Work Component(s): _____ Share : _____ per cent (..... %)

Member: -----
Work Component(s): _____ Share : _____ per cent (..... %)

Signature of Bidder _____

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

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

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

For: _____
(Name of 1st Company)

Name and title of signatory:

Signature & Seal: _____

For: _____
(Name of 2nd Company)

Name and title of signatory:

Signature & Seal: _____

For: _____
(Name of 3rd Company)

Name and title of signatory:

Signature & Seal: _____

Signature of Bidder _____

Certified by Public Notary

(Signature and Seal)

(Name of signatory)

(Title of signatory)

Signature of Bidder _____

Form A7

Subcontracting Agreement

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

WHEREAS the Bidder is desirous to submit a the bid for Package A: Civil and Building Works for the La Unión Port Development Project, as invited by the Comisión Ejecutiva Portuaria Autónoma (hereinafter called "the Employer"), and has requested the Subcontractor to execute the work (or supply the equipment or services) described in Clause 1 hereafter on a subcontracting basis, if his bid is accepted;

AND WHEREAS the Subcontractor has agreed to execute such work (or to supply such equipment or services) in accordance with the terms and conditions set forth herein;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The work to be executed (or the equipment or services to be supplied) by the Subcontractor shall comprise the following:

(Describe the work or supply in detail)
2. The value of the work (or equipment or services) mentioned in Clause 1 above shall be:

(Amount in words) (_____) (Amount in figures),
equivalent to _____ percent (_____%) of the Bid Price.
3. The schedule and procedure of payment for the work (or the equipment or services) under this Agreement shall follow the payment terms and conditions set forth in the Contract between the Bidder and the Employer and shall be decided by mutual agreement between the Bidder and the Subcontractor after signing of the said Contract.
4. The Subcontractor shall not sublet the whole or part of the work (or the supply of equipment or services) under this Agreement to any third party.
5. The Subcontractor shall, in the performance of his duties under this Agreement, comply with all such terms and conditions of the Contract referred to in Clause 3 above as applicable to the work (or the supply of equipment or services) by the Subcontractor, and shall bear full responsibility towards the Bidder for due compliance with such terms and conditions.

Signature of Bidder _____

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

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

For THE BIDDER:

For THE SUBCONTRACTOR:

(Signature & Seal)

(Signature & Seal)

(Name of Signatory)

(Name of Signatory)

(Title of Signatory)

(Title of Signatory)

Certified by Public Notary

(Signature and Seal)

(Name of signatory)

(Title of signatory)

Signature of Bidder _____

Form B1

List of Bid Supplementary Documents

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

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

Date: _____, 200..

 Signature and Official Seal of Company

 (Name of Signatory)

 (Title of Signatory)

Form B2

Disbursement Schedule

Indicate below the proposed disbursement schedule for all payments in both foreign and local currencies under the Contract, if awarded (refer to Clause 60 of the Conditions of Contract).

Payment	Due Date	Amount	Percentage to Contract Price (%)
Advance Payment			
1 st Monthly Progress Payment			
2 nd Monthly Progress Payment			
.....			
.....			
Final Payment			

Form B3

Organization Chart

Provide the Contractor's organisation, name and address of Contractor's Representative, during the whole period of execution of the Contract:

All key personnel such as the Contractor's Representative, the technical coordinator and the team leaders for field works shall be highlighted with their position numbers in the staffing bar chart for easy reference, and their curricula vitae shall be provided.

The line of command for any major Subcontractors shall be included.

Form B4

Curricula Vitae of Key Personnel

Each CV shall indicate the referent identity number corresponding to the site organisation chart and shall show at least the following details:

- A. Proposed position / referent identity number
- A. Name
- C. Date of birth
- D. Nationality
- E. Highest educational level and degrees/certificates
- F. Specialty
- G. Registration/membership of Professional Societies or Institute
- H. Employment record (name and business of each employer together with periods of each employment)
- I. Years of experience in engineering works
- J. Languages
Indicate the proficiency levels ("Excellent", "Good" or "Poor") of written and spoken languages, including the mother tongue. Sufficient English proficiency is obligatory and this shall be evidenced by presenting a TOEIC or TOEFL Certificate.
- K. Project experience for each major project employed on, listing:
 - (i) project name, location and value,
 - (ii) position held (i.e. Project Manager, Section Manager for Dredging, Section Manager for Environmental Protection, Assistant Engineer, Administrator etc.)
 - (iii) assignment period on project (duration in month),
 - (iv) brief details of project and work undertaken, highlighted those related to the major work items proposed for the Works (marine civil work, volume of dredging, building work, etc.)
- L. Scheduled period of involvement in the Works
- M. Scope of responsibility and authority

Form B5

Work Program

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

- A. Mobilization, demobilization and site clearance
- B. Environmental monitoring program
- C. Quality control and quality assurance systems
- D. Safety measures
- E. Dredging including onshore dumping facilities and temporary bunds
- F. Rock removal, if any
- G. Temporary access road by-passing La Union City
- H. Temporary works including temporary jetty
- I. Transportation of dredged materials
- J. Land reclamation
- K. Building works
- L. Excavation works
- M. Construction of caisson and crane foundation
- N. Construction of revetment
- O. Road and pavements
- P. Electrical installations, utilities and others

The environmental countermeasures and mitigation measures shall be incorporated into the construction program of all work activities. The program shall show clearly the expected duration, sequence and relation of all major operations and/or their breakdown work activities, and highlight all critical operations or work activities which directly affect the Time for Completion. The program shall provide sufficient details and milestones for effectively monitoring the work schedule and evaluation of responsiveness.

Form B6

General Method Statement

Describe the general construction of the Works as a whole and the construction methods proposed to be applied for each work component. At least the following items shall be presented:

- A. General site management, line of command, each Section's scope of work and responsibility, co-ordination among Sections, co-ordination with Subcontractors and co-ordination with other contractors;
- B. General plan of utilization of Site area for storage, temporary office, material stock yard and equipment garage;
- C. General plan to prevent damage and pollution to the surrounding areas and preserve environment and nature;
- D. Measures to avoid interference with the traffic and port operations;
- E. Details on disposal of dredged materials;
- F. General plan of utility and facility during the construction; i.e. electricity, water, telephone, fuel;
- G. Source of skilled and un-skilled labour; and
- H. Detailed sequence and integration among major work components as listed in the "Particular Details of Major Items" and the "Construction Program".

Supplementary plans, cross-sections or other documents should be included to clearly illustrate the methodology at each milestone stage.

Use as many pages as necessary.

Form B7

Particular Details of Major Work Items

Provide particular details / sequence inclusive of work activities of at least the following major work items:

- A. Caisson work
- B. Dredging
- C. Land reclamation
- D. Pavement
- E. Building

Schematic sketches or typical cross-sections should be included to illustrate particular details at any construction stage. Each work item shall include at least:

- i. the required manpower (man-day);
- ii. relevant equipment and their capacity;
- iii. work items to be executed by subcontractors;
- iv. environmental countermeasures and mitigation measures; and
- v. detailed description of methodology of work activities.

The above details should conform to other information provided herein.

Use as many pages as necessary

Form B8

Schedule of Equipment

Description	Maker	Type and Capacity	Quantity	Age	Condition	Name of Owner	Estimated CIF value (US\$)
Part 1 – Equipment etc. owned by Bidder							

Description	Maker	Type and Capacity	Quantity	New or used	Age	Estimated CIF value (US\$)
Part 2 – Equipment etc. to be purchased						

Description	Maker	Type and Capacity	Quantity	Age	Condition	Estimated hiring cost (US\$/day)
Part 3 – equipment etc. to be hired						

Present a schedule of working days/month for each major equipment. The schedule and required number of equipment shall correspond to the proposed work program.

Use as many pages as necessary.

Form B9

Details of Subcontractors

Subcontractor		Work to be Sub-contracted
Name	Address	

Also include:

- A. full details (as required at the time of applying for Prequalification and as stated in Sub-Clause 4.1 of the Conditions of Contract) for any proposed Major Subcontractor*.
- B. details (name, address, brochure or other document to illustrate and describe the firm and its experience) of other Subcontractors (i.e. not major Subcontractors).

The attention of Bidder is drawn to Sub-Clauses 4.3 and 4.7 of the Instructions to Bidders.

** A major Subcontractor is one which will be responsible for more than 15% of the total value of the Works .*

Form B10

Authorization

For any Bidder who is registered as a subsidiary company, a guarantee of the parent or holding company for the legitimacy and financial capability of the Bidder in execution the Works is required

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