



GOVERNMENT OF THE REPUBLIC OF INDONESIA  
MINISTRY OF PUBLIC WORKS  
DIRECTORATE GENERAL OF HUMAN SETTLEMENTS

# URBAN DRAINAGE PROJECT IN THE CITY OF JAKARTA

## TENDER DOCUMENTS FOR

PACKAGE 1

CONTRACT NO. 4

KAMAL DRAINAGE CHANNEL

### VOLUME I

FORM OF INVITATION TO TENDER

GENERAL INSTRUCTIONS TO TENDERERS

ATTACHMENTS TO THE GENERAL INSTRUCTIONS TO TENDERERS

PARTICULAR INSTRUCTIONS TO TENDERERS

FORM OF TENDER AND APPENDICES

BILL OF QUANTITIES

FORM OF CONTRACT AGREEMENT

SPECIMEN OF SECURITIES

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## TENDER DOCUMENTS FOR CIVIL WORKS

PACKAGE - 1

CONTRACT NO.:

KAMAL DRAINAGE CHANNEL

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**I. FORM OF INVITATION TO TENDER**



## I. FORM OF INVITATION TO TENDER

Jakarta, .....200... 1)

Our Ref : ..... 2)

..... 3)

..... 4)

Ref : Invitation to Tender

URBAN DRAINAGE PROJECT IN THE CITY OF JAKARTA ..... 5)

( Package - 1 : Kamal Drainage Channel )

Contract Package No : ..... 6)

Dear Sir,

We hereby invite you to submit a sealed Tender for execution, completion and repair of the Works in accordance with the terms and conditions of the Documents for Tendering for Package - 1 : Kamal Drainage Channel of the Urban Drainage Project in the City of Jakarta.

The Documents for Tendering consist of the following volumes :

- (1) Volume One : - Form of Invitation to Tender  
- General Instructions to Tenderers  
- Attachments to General Instructions to Tenderers  
- Particular Instructions to Tenderers  
- Form of Tender and Appendices  
- Bill of Quantities  
- Form of Contract Agreement  
- Specimens of Security

(2) Volume Two : - General Conditions of Contract  
- Special Conditions of Contract

(3) Volume Three : - General Specifications  
- Technical Specifications

(4) Volume Four : - Drawings

(5) Addenda ( if any )

Copies of the Documents for Tendering may be obtained from the Project .....7)  
Manager, Urban Drainage Project Executing Agency :

The Local Public Works, DPU DKI Jakarta

(Special Region of Capital City Jakarta).....8)

Jalan. Taman Jatibaru No. 1, Jakarta Pusat (10260)

INDONESIA

from .....9), from 07:30 a.m. 10) to 04:00 p.m. 10) local time every  
working day. A set of Documents for Tendering will be issued upon non-refundable  
payment of Rp. ....11) ( .....  
..... Rupiahs )

to Kantor Perbendaharaan dan Kas Negara ( KPKN ).

Tenders must be submitted in accordance with the Instructions to Tenderers not later  
than 12:00 o'clock 12) on .....13) to the following address :

The Project Manager, 14)

Urban Drainage Project Executing Agency

The Local Public Works,

DPU DKI Jakarta (Special Region of Capital City Jakarta)

Jalan Taman Jatibaru No. 1,  
Jakarta Pusat (10260), INDONESIA  
Cable address : 021 - 3846608  
Fax address : 021 - 3860690

Immediately after the time set for receipt of Tenders, all Tenders will be opened publicly  
at the place designated for the delivery of Tender.

Yours Faithfully,

( ..... )

Chairman the  
Tender Committee for

.....

CC. :

.....

..... 15)

## **GUIDELINES FOR PREPARATION OF INVITATION TO TENDER**

- 1) = Insert the place and date
- 2) = Insert the letter number of this Invitation
- 3) = Name of Invited Tenderer
- 4) = Address of Invited Tenderer
- 5) = Name of Package of Works to be tendered
- 6) = Code number of Package of Works to be tendered
- 7) = Name of the Project
- 8) = Name and address of the Agency where Documents for Tendering may be obtained
- 9) = Insert the date for obtaining of Documents for Tendering
- 10) = Time period in the days for obtaining of Documents for Tendering
- 11) = Determine the price for the Documents for Tendering
- 12) = Deadline for submission of Tenders
- 13) = Day and date of the deadline for the submission of Tenders
- 14) = Address for the submission of Tenders
- 15) = Insert as necessary

## II. GENERAL INSTRUCTIONS TO TENDERERS





## II. GENERAL INSTRUCTIONS TO TENDERERS

**Invitation** 1. This invitation to tender is extended to all Tenderers duly qualified in accordance with the provisions of the Prequalification of Contractors by the Employer to participate in the tendering for execution, completion and repair of the Works as explained in Clause 1 of the Particular Instructions to Tenderers.

**Eligibility** 2. (a) The Employer has applied for financial assistance from the Agency named in Clause 2.a. of the Particular Instructions to Tenderers (hereinafter designated as the Financing Agency) for the cost of the Works covered by the Contract, and intends to apply the proceeds of this assistance to eligible payments under the Contract for which this invitation is issued.

Payment will be limited to goods produce in and services supplied from eligible countries as defined by the Financing Agency.

(b) If the Tenderer is a group of two or more firms forming a joint operation or other form of partnership, the Tenderer shall submit with his Tender, a joint agreement duly registered and legalized stating the share of participation of the leading company and all other member companies. The joint agreement must include a provision that the parties to it are jointly and severally liable to the Employer for the performance of the Contract.

(c) The constitution and membership of the joint operation or other form of partnership and the leading member after Tender submission, shall be the same as that proposed by the Tenderer in the Prequalification submission. Any changes in the constitution or membership shall be subject to prior approval from the Employer and stated in an

attachment to the Tender and if considered substantial by the Employer may be grounds for rejection of the Tender.

**Scope of Works** 3. (1) The Scope of Works to be executed, completed and repaired are as stated in Clause 3 of the Particular Instruction to Tenderers.

**Period of Completion** (2) The Time for Completion shall be as stated in Appendix 1 to the Tender (Summary of Specific Provisions)

**Tendering Time Schedule** 4. The sequence of dates for carrying out this Tender has been programmed for :

(a) Issuing the Documents for Tendering

(b) Pre-tender Conference and Site Visit

(c) Last date for requests for clarification

(d) Last date for issuing addenda

(e) Last date for submission of Tender.

as indicated in Clause 4 of the Particular Instructions to Tenderers.

**Tender Expenses** 5. All costs incurred directly or indirectly by the Tenderers for Site Visits and investigations, the preparation and presentation of Tenders including all accompanying documents, the Tender Securities, the certifications of documents, the clarifications of Tenders and any other related cost thereto shall be at the Tenderer's expenses, and no claim of any kind for reimbursement will be considered.

**Issuing of Documents** 6. The Documents for Tendering comprise the following documents :

1. Volume One :

- Invitation to Tender.
- General Instructions to Tenderers and Attachments.
- Particular Instructions to Tenderers.
- Form of Tender and Appendices.
- Bill of Quantities.
- Form of Contract Agreement.
- Specimen of Securities.
- Supplementary Information ( if any).

2. Volume Two :

- General Conditions of Contract.
- Special Conditions of Contract.

3. Volume Three :

- General Specifications.
- Technical Specifications.

4. Volume Four :

- Drawings.

5. Addenda, if any.

**Type of Contract**

7. The Contract to be awarded will be a Unit Price Contract and mainly consists of items subject to measurement having a Unit Price basis of payment. Certain items may be billed as Lump Sum items. Other items may be billed as Provisional Sum items as defined in the Conditions of Contract.

**Indonesian Resources Participation**

8. Tenderers are encouraged, to have allowed in their Tender for the maximum use of resources available locally in Indonesia, including the use of the Indonesian sub-contractors, Indonesian

employees and Indonesian Construction Plant and Equipment and materials.

**Pre-tender  
Conference**

9. (1) Pre-tender Conference

- (a) A pre-tender conference for all Tenderers, including their representatives, will be held at the time specified in Clause 4 (b) (Tendering Time Schedule) and at the place indicated in Clause 9 (1) of the Particular Instructions to Tenderers, wherein Tenderers will have an opportunity to obtain clarifications regarding the Works and the documents comprising the Documents for Tendering.
- (b) Following the conference a memorandum will be prepared covering the questions raised and responses as given during the conference. This memorandum will be issued to all Tenderers.

Any modification of the Documents for Tendering which may become necessary as a result of the pre-tender conference will be made by Employer through the issuance of an addendum in accordance with Clause 4 (d) (Tendering Time Schedule) of the Particular Instructions to Tenderers.

**Site Visit**

(2) Site Visit

- (a) Arrangements will be made by the Employer for a site visit after the pre-tender conference. The Tenderers will be accompanied by representatives of the Employer.
- (b) All questions which the Tenderers wish to raise shall be submitted in writing not later than as specified in Clause 4 (c) (Tendering Time Schedule) of the Particular Instructions to Tenderers.

The clarifications will be issued in the form of a formal

Addendum and be sent to all Tenderers not later than specified in Clause 4 (d) (Tendering Time Schedule) of the Particular Instructions to Tenderers.

(c) Tenderers may subsequently visit the Site, however the Employer will not accompany them nor provide any facilities in connection with such additional visits.

(d) Tenderers or their representatives shall be deemed to have visited the Site and to have satisfied themselves as to the sufficiency of their Tenders as required under Clause 12 (1) (Sufficiency of Tender) of the General Conditions of Contract, and all other matters which can in any way affect their Tenders and the Works under the Contract.

**Verbal Agreement**

(3) No verbal agreement or conversation with any officer, agent or employee of the Employer during the Tendering period shall affect or modify any of the terms or obligations in the Documents for Tendering.

**Addenda**

10.

(a) Addenda to the Documents for Tendering may be issued by the Employer until the date indicated in Clause 4 (d) (Tendering Time Schedule) of the Particular Instructions to Tenderers in order to clarify provisions therein or to notify Tenderers of any modifications.

Each Addendum issued by the Employer will be distributed to all Tenderers who shall acknowledge its receipt by signing and returning the attached receipt. Addenda of contractual significance will be incorporated in the Contract.

(b) In the event of any substantial amendments to the Documents for Tendering, the Employer may, at his discretion, extend the deadline for submission of the Tender

in accordance with Clause 4 (e) (Tendering Time Schedule) in the Particular Instructions to Tenderers, in order to afford prospective Tenderers reasonable time in preparing their Tenders.

**Other Requirements Before Submitting Tenders**

11. Satisfaction of other requirements or other documents to be submitted if any, prior to the submission of Tenders, will be provided for in Clause 11 of the Particular Instructions to Tenderers.

**Form of Tender**

12. The Form of Tender must give the full business address of the Tenderer and be signed by an authorized representative(s) with full name and title. The Form of Tender must be dated and contain the total Tender Price as obtained from the Priced Bill of Quantities.

**Tender Security**

13. (a) Each Tender must be accompanied with a Tender Security sealed in a separate envelope contained in the "Original" of the Tender. The amount and the validity of the Tender Security shall be as stated in Appendix 1 to the Tender (Summary of Specific Provisions).

(b) The Tender Security must be executed in accordance with either one of the specimens as included herein or another form subject to prior approval from the Employer.

The Tender Security shall be issued by a state owned bank of the Republic of Indonesia or other bank or other finance or insurance institution approved by the Minister of Finance of the Republic of Indonesia for domestic Tenderers, while for foreign Tenderes it may be issued by a foreign exchange bank acceptable to Bank Indonesia.

(c) No Tender will be considered if the Tenderer fails to supply the Tender Security before the latest time for receipt of Tenders or the Security is not sufficient in amount or is not

acceptable to the Employer as specified in Clause 13 (c) of the Particular Instructions to Tenderers. The Tender Securities of unsuccessful Tenderers will be returned as soon as it is determined that their Tenders will not be accepted, but not later than 1 (one) week after the signing of the Contract.

- (d) Withdrawal of any Tender otherwise than in accordance with these Instructions before the expiration of the validity time or failure to submit the Performance Security or failure to sign the Contract after being awarded within the period specified in the Tender, will give the right to the Employer to encash the Tenderer's Tender Security.
- (e) When a Tender is rejected as described in Clause 23 (Rejection of Tender) herein, the Tender Security will be returned immediately.

**Tender Documents**

14. The Tender comprises the following Documents as contained in these Documents for Tendering, completed as required :

- I. the Form of Tender and the following Appendices thereto.
  - 1. Appendix 1 to the Tender : Summary of Specific Provisions
  - 2. Appendix 2 to the Tender : General Time Schedule
  - 3. Appendix 3 to the Tender : Unit Price Analyses for Major Pay Items and Basic Prices
  - 4. Appendix 4 to the Tender : List of Tender Enclosures
  - 5. Other Appendices as required in the Particular Instructions to Tenderers (if any);
- II. the Priced Bill of Quantities ;
- III. the Tender Security as stipulated in Clause 13 (Tender

Security) hereof ;

- IV. other required documents as specified in the Particular Instructions to Tenderes (if any);
- V. Power of Attorney, duly certified giving power to person(s) to sign on behalf of the Tenderer all the necessary documents which may be required for the tendering including the Tender and the Contract, if applicable;
- VI. Supplementary Data as stipulated in Clause 17 (Supplementary Data) hereof in so far as not listed above together with any other documents forming part of the Tender.

**Pricing  
the Bill of  
Quantities**

15. (1) The quantities stated in the Bill of Quantities are estimated. In the appropriate spaces provided for in the Bill of Quantities, the Tenderer shall specify the unit prices or lump sump prices in Rupiah and in other currency (ies) as provided for under Clause 15 (1) of the Particular Instructions to Tenderers, if any, for the works and/or services.

**Item not  
Priced**

- (2) Failure to submit a price or to enter the words "included elsewhere" for any item listed in the Bill of Quantities may be considered as a significant deviation from the requirements of the Documents for Tendering which the Tender may be rejected, or the cost of those items shall be deemed as being covered by other items in the Bill of Quantities.

**Amount of the  
Tender**

- (3) In case of discrepancy between the "Unit Price" and corresponding "Amount" entered for any item of the Bill of Quantities, the "Unit Price" shall govern unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the "Unit Price" in which case the



total "Amount" quoted will govern and the "Unit Price" will be corrected, except if otherwise specified in Clause 15 (3) of the Particular Instructions to Tenderers.

Such discrepancy will be accordingly corrected or adjusted by the Employer during tender evaluation and the Tenderer will be obligated either to accept such correction being the amount the Tenderer intended to Tender, or to withdraw his Tender, but in that case the Tender Security will be forfeited.

In case of discrepancy between the "Unit Price" in the Priced Bill of Quantities and the corresponding "Unit Price" in the Unit Price Analysis, the "Unit Price" in the Price Bill of Quantities shall govern.

Further provisions regarding such discrepancies, if any, will be stipulated in Clause 15.(3) of the Particular Instructions to Tenderers.

**Unbalanced  
Tender**

- (4) Where a Tender is under consideration and Unit Prices for various items appear to be unreasonable or unbalanced, the Tenderer may be requested for an explanation as to how he arrived at such price. If a satisfactory explanation cannot be made, then it will be binding upon the Tenderer either to withdraw his Tender with the Tender Security being cashed by the Employer or to accept that when the quantities stated in the Tender for such items are exceeded, such Unit Prices will no longer be applicable, but will be subject to price determination by the Engineer as though it was additional work under the Contract for which a unit price was not applicable.

**Appendices 16.  
to the Tender**

- (1) In addition to the Appendix 1 to the Tender (Summary of Specific Provisions) each Tenderer shall submit the

following Appendices to the Tender. These Appendices shall become part of the Contract Documents, unless specifically stated otherwise in the Particular Instructions to Tenderers.

**General Time  
Schedule**

- (2) The General Time Schedule for execution of the Contract which shall show the Tenderer's proposed sequence of operations, together with estimated times for each major activity in sufficient detail to show that the proposed progress of the Works and the estimated completion times for the separate parts of the Works, including mobilization of the Construction Plant and Equipment, will meet the requirements of the Documents for Tendering and ensure completion in the time specified (Appendix 2 to the Tender).

**Unit Price  
Analyses**

- (3) Unit Price Analyses of Major Pay Items as listed in Attachment 1 to the General Instructions to Tenderers (List of Major Pay Items), which shall give a breakdown of material, Construction Plant and Equipment, and labour needed for the execution of the corresponding Pay Item, other cost and charges, excluding the Indonesian Value Added Tax (VAT) (Appendix 3 to the Tender).

**Basic Prices**

- (4) The Tenderer shall also submit a list of Basic Prices, used in calculation of the Unit Prices, including transport to the Site and other additional cost, but excluding overhead and profit.

**List of  
Enclosures**

- (5) The Tenderer shall indicate in the List of Tender Enclosures all Appendices and any supplementary Data to the Tenders giving them a progressive number which shall correspond to the number marked on the relevant documents and shall attach this list to their Tenders. (Appendix 4 to the Tender).

**Other  
Appendices**

- (6) other Appendices, if required, which the Tenderer shall submit with the Tender, will be mentioned in Clause 16 (6) of the Particular Instructions to Tenderers.

**Suppleme-  
tary data**

17. The Tenderers may submit other technical data in accordance with their Tender Documents.

**Submission  
of the Tender**

18. (a) The Tender Documents to be returned by the Tenderer comprise the Tender and the documents accompanying the Tender as named in the Form of Tender and listed in Clause 14 (Tender Documents) hereof.

- (b) Tenders must be submitted in one (1) Original and two (2) copies. The Original and the two (2) copies shall consist of the completed Form of Tender with all Appendices. Priced Bill of Quantities and the Supplementary Data shall be marked "Original", "First Copy", "Second Copy". In the event of discrepancy between copies, the "Original" shall govern.

- (c) The Form of Tender as designated in the Documents for Tendering shall be completed in typing or ink and no alterations shall be made to the wording. If any such alteration is made, the Tender may be rejected. If there are any mistakes in the filling in or typing of the Form of Tender or in pricing the Bill of Quantities, correction shall be made only by means of writing over the original entry. The corrections shall then be initialled by the Representative(s) signing the Tender.

- (d) All documents and correspondence regarding this Tender may be in either English or Indonesian but the ruling language shall be as stated in Appendix 1 to the Tender (Summary of Specific Provisions).

- (e) Tenders shall be enclosed in sealed packages, which shall be marked as indicated in Clause 18 (e) of the Particular Instructions to Tenderers.
- (f) Tenders sent by post shall be sealed in 2 (two) envelopes, the inner envelope shall be in accordance with the above mentioned provisions, while the outer envelope rendered as if for common purpose.

When mailed through the post office, Tenders may sometimes be retained or opened by postal or custom authorities in discharge of their duties. Such opening or delay will be at the Tenderer's risk and may invalidate the Tender.

To minimize the possibility of a Tender being retained or opened in mail forwarding, it is strongly recommended that Tenders be delivered by hand against a written receipt signed and dated by the receiving officer and Tenderers assuming all responsibility for Tenders reaching the above address prior to the closing time for receipt of Tenders.

Any Tender which is not delivered to and deposited in the office of the Employer before the above mentioned closing time for receipt of Tenders, will be deemed a late Tender and will not be considered. All late Tenders will be returned to the Tenderers unopened.

**Time and  
Place for  
Receipt  
of Tenders**

- 19. Sealed Tenders will be received by the Employer at the time and place defined in the Clause 4 (e) ( Tendering Time Schedule) of the Particular Instructions to Tenderers.

Tenderers may without prejudice to themselves withdraw, modify or correct their Tenders after they have been delivered to and deposited in the office of the Employer, provided that any request for such withdrawal, modification or correction is received by the

Employer in writing before the closing time for receipt of Tenders. The Original Tender as modified by such written communication will be considered as the Tenders submitted by the Tenderer.

**Opening of  
Tenders**

20. Immediately after the closing time for receipt of Tenders, all Tenders will be opened in public at the place designated for delivery of Tenders. The Tenderers or their representatives may attend the Tender Opening. Tenders shall remain valid as stated in Appendix 1 to the Tender (Summary of Specific Provisions) except that any Tenderer may opt to offer a longer period of validity.

Where particular provisions, if any, for the Opening of Tenders shall be applied, such particular provisions will be described in Clause 20 of the Particular Instructions to Tenderers.

**Evaluation  
of Tenders**

21. (a) The Employer will evaluate all Tenders which meet the requirements of the Documents for Tendering.
- (b) The Employer will correct any arithmetical errors in the Bill of Quantities as stipulate in Clause 15 (3) (Amount of the Tender) hereof.
- (c) Tenders will be reviewed for responsiveness to requirements in the Documents for Tendering, concerning administrative, technical and financial matters.

Conditions in any Tenderer's proposal and the manner and extend of deviation from the requirements as shown in the Documents for Tendering may result in the Tender being identified as a non-responsive Tender.

**Clarifica-  
tions during  
Tender  
Evaluations**

22. (a) Except as provided for herein, no Tenderer shall be permitted or requested to alter his Tender after the closing time set for receipt of Tenders.

Where the Employer during evaluation of the Tender finds

it necessary to obtain clarification of the intent of any Tenderer, the Employer may ask the said Tenderer for a written clarification of any portions of the Tender.

Such clarifications shall be limited to the provision of additional information without change in the prices and the substance of the Tender listed in Attachment 2 to General Instructions to Tenderer (List of Matters determined as the Substance of the Tender).

- (b) In additions of the Form of Tender, Bill of Quantities, General Time Schedule, Unit Price Analyses and the Basic Prices, the Employer has the right to ask Tenderers for additional supporting data, and other particulars to satisfy any requirements, as may be specified in the Particular Instructions to Tenderers.

**Rejection  
Tender**

23. A Tender may be rejected for, but not limited to any one of the of following reasons :

- (i) if covering only a part of the Works;
- (ii) if conditional upon any other event;
- (iii) if illegible or containing omissions, erasures or alterations which are not initialled by the Tenderer or items not called for in the Bill of Quantities of any kind or which make the Tender unintelligible or incapable of evaluation;
- (iv) if not accompanied by an acceptable Tender Security;
- (v) if there should be any change which the Employer deems substantial with regards to the name, organization, shareholding structure or leading membership of the Tenderer as prequalified by the Employer, unless such change shall have been notified to the Employer and be acceptable to him

before submission of the Tender.

- (vi) other causes as stipulated in Clause 23 (Rejection of Tender) of the Particular Instructions to Tenderers, if any.

- |  |     |     |  |
|--|-----|-----|--|
| <b>Employer's<br/>Right to<br/>Reject or to<br/>Retender, etc.</b> | 24. | (1) | The Employer reserves the right to waive any informality, minor deviation or omission which is in the interest of the Employer and not to assign any reason for rejection of any Tender, or not to award a Contract to any Tenderer, or to retender or to take any other measures deemed best by the Employer as described in Clause 24 (1) of the Particular Instructions to Tenderers.   |
| <b>Confidentiality<br/>of Documents<br/>and Data</b>               |     | (2) | The Employer and the Tenderer should keep confidential all documents and data relevant to this Tender.   |
| <b>Criteria for<br/>Award of<br/>Contract</b>                      | 25. |     | The Contract, if any, will be awarded to the Tenderer who submits the lowest evaluated responsive Tender, subject to justification of good performance by the Tenderer at the time of tendering.   |
| <b>Objections<br/>from<br/>Unsuccessful<br/>Tenderers</b>          | 26. |     | Any objection from unsuccessful Tenderers concerning the carrying out of the Tender procedure by the Employer may be submitted in writing within four (4) working days from the announcement of the identify of the Successful Tenderer.   |
| <b>Award and<br/>Performance<br/>Security</b>                      | 27. | (1) | The Employer will communicate by sending a Letter of Acceptance to the Successful Tenderer. The Tenderer who receives the Letter of Acceptance shall obtain the required Performance Security within thirty (30) calendar days after receipt of the Letter of Acceptance and shall prepare all required documents for execution of the Contract and shall present himself at the office of the Employer for its signature within forty five (45) calendar days after the receipt of the Letter of Acceptance or within |

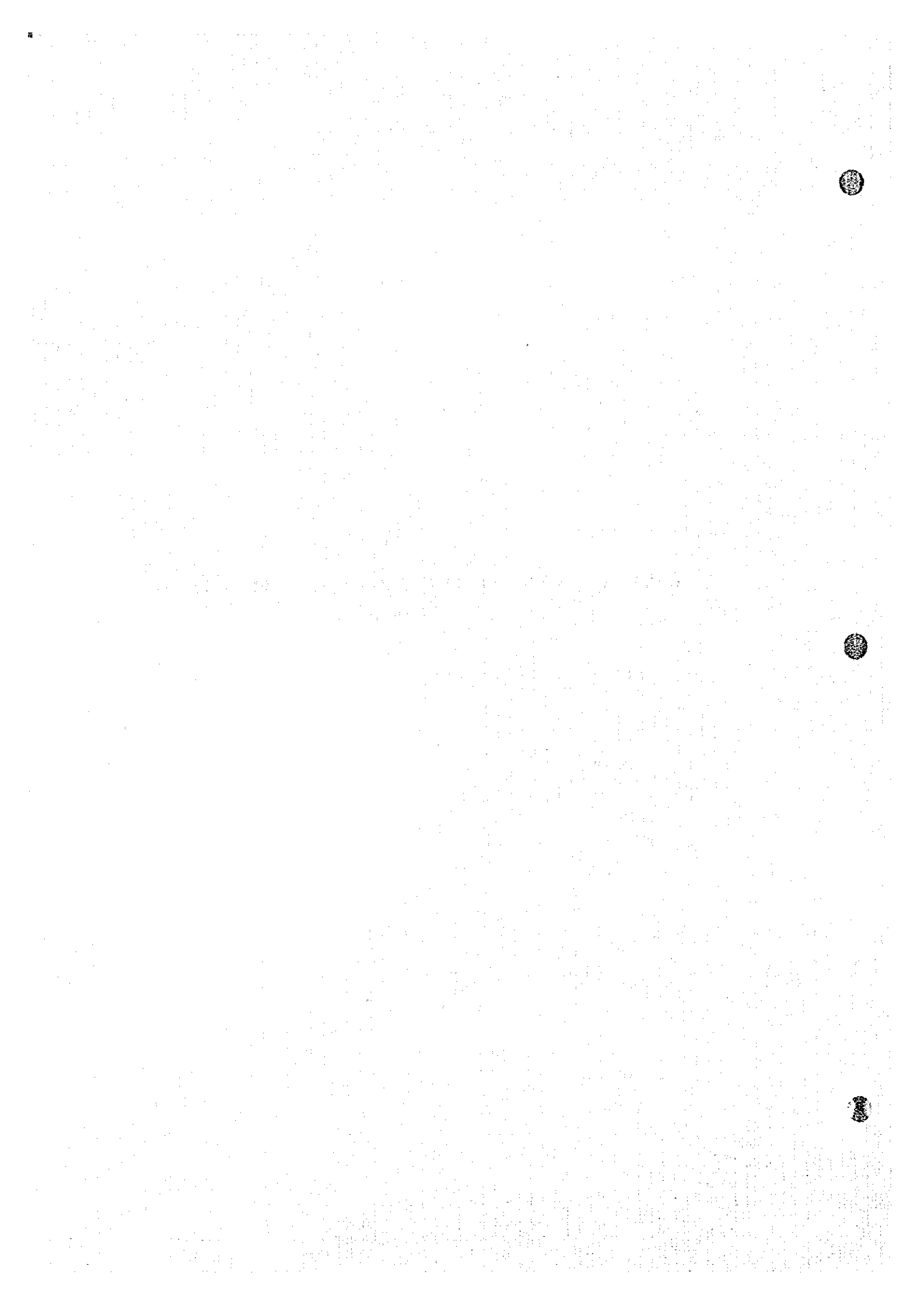
such extended time limit as may be granted by the Employer.

**Signing of  
Contract**

- (2) The Contract will be signed upon presentation and acceptance of the said documents.



**III. ATTACHMENT TO THE GENERAL INSTRUCTIONS  
TO TENDERERS**



Name of Works : Urban Drainage Project (PACKAGE - 1)  
Contract No. : .....

**ATTACHMENT 1 TO THE GENERAL INSTRUCTIONS TO TENDERERS**

**LIST OF MAJOR PAY ITEMS**

NO.	ITEM NUMBER	DESCRIPTION

Name of Works : Urban Drainage Project (PACKAGE - I)  
Contract No. : .....

**ATTACHMENT 2 TO THE GENERAL INSTRUCTIONS TO TENDERERS**  
**LIST OF MATTERS DETERMINED AS SUBSTANCE OF THE TENDER**

NO.	DESCRIPTION

#### **IV. PARTICULAR INSTRUCTIONS TO TENDERERS**



#### IV. PARTICULAR INSTRUCTIONS TO TENDERERS

**Clauses in  
Particular  
Instructions  
to Tenderers**

These Particular Instructions to Tenderers shall be read and construed with the General Instructions to Tenderers as if they were incorporated herewith. In so far as any of the Particular Instructions to Tenderers may conflict with any of the General Instructions to Tenderers, the Particular Instructions to Tenderers shall prevail.

The following modifications or amendments or additional instructions shall be made to Clauses of the General Instructions to Tenderers :

**Invitation**

1. (a) Employer means "Government of the Republic of Indonesia represented by Ministry of Public Works through Directorate General of Human Settlements, Urban Drainage Project Executing Agency".

(b) Works means "Urban Drainage Project - Civil Works" divided into the following three (3) individual Packages :

**PACKAGE - 1**

Kamal Drainage Channel.

**PACKAGE - 2**

Tanjungan Drainage Channel, and PIK Junction Drainage Channel.

**PACKAGE - 3**

Gede/Bor Drainage Channel, Saluran Cengkareng Drainage Channel, and Meruya Drainage Channel.

(c) The Tenderers may quote for any one (1) or limited to any two (2) of the individual Packages for which Invitation to Tender is made and as qualified by Prequalification. If the Tenderer quotes for two (2)

Packages, the Tender for each package shall be submitted individually and indicate separately the discount in price, if any. Tenders for any Package in part will not be considered. The Employer reserves the right to place the award of Contracts either for individual lot or for the combined lot as one (1) Package.

When the Tenderer tenders for only one (1) Package or a combination of two (2) Packages, references in these Instructions to the other Packages for which the Tenderer does not propose to tender shall be taken as "not applicable or deleted." No alteration shall be made to any of the Tender Documents. All works performed under this Contract shall be in conformity and accordance with and subject to the Tender Documents defined in Clause 6 hereof.

**Eligibility**

2. (a) The Employer has received a loan from the International Financial Agency..... (to be named)..... (hereinafter referred to as the Fund) in various currencies toward the cost of the Urban Drainage Project in the City of Jakarta, and intended that the proceeds of this loan will be applied to payments under the Contract for which this Invitation to Tender is issued. Payments by the Fund will be made only upon approval by the Fund of an application presented by the Employer in accordance with the terms and conditions of the Loan Agreement and will be subject in all respects to the terms and conditions of that Agreement.
- (b) In case the Tender is submitted by firms intending a joint operation, documents of the formation shall define precisely the general condition under which it will function, its period of operation, the person authorized to represent and obligate it, the extent of participation of several firms forming the joint operation and any other information which will permit a full appraisal of its



functioning. The Tenderer shall submit the documents duly registered and authenticated by a Notary Public.

The composition of and share holding among the firms in the joint operation shall not deviate from those proposed for the Prequalification of Tenderers and shall remain the same throughout the Contract.

**Scope of Works**      3. (1) (a) **OBJECTIVE**

The objectives of the Urban Drainage Project are to relieve the urbanized region, farm lands and inhabitants in the Cengkareng West and Meruya Areas from sufferings, losses and damages caused by flooding by means of improving the existing drainage channels.

(b) **PROJECT AREA**

The Project area is located in north-western part of Jakarta and is about 3 km east from the Soekarno-Hatta International Airport.

(c) **CLIMATE**

The climate in the Project area is characterised by tropical monsoon and classified into two (2) seasons, the dry season from July to October and the wet season from November to April. Annual mean temperature is 26.5°C ranging from 35.2°C in November to 17.4°C in August. Monthly mean relative humidity ranges from 75% to 89% throughout a year. Monthly maximum and minimum occur in February and September, respectively.

(d) **PROJECT FEATURES**

Package - 1 : Kamal Drainage Channel

The Kamal drainage area is located in the north- western part of the Cengkareng West Area and is about 20.8 km<sup>2</sup>. About 75% of this drainage area is occupied by the

residential area. Total length of the existing drainage channel is about 11,900 m and has about 15 m wide and 2.5 m deep at the Cengkareng highway crossing and about 10 m wide and 1.5 m deep at the junction portion with the existing channel. The existing channel bed slope is 1:3,000 in about 2.3 km from the channel mouth and 1:1,700 in its upstream stretch.

Out of 11,900 m in total length, about 7,200 m in channel stretch will be improved together with 23 nos. of sluiceways and 28 nos. of bridges including pedestrian bridges and culverts by this Package.

The rainfall at the said international airport is 1,800 mm annually and the monthly maximum is 644 mm in January and the minimum is 1 mm in October.

**Package - 2 : Tanjungan Drainage Channel, and  
PIK Junction Drainage Channel**

The Tanjungan drainage area is located in the northern part of the Cengkareng West Area and is about 6.9 km<sup>2</sup>. About 44% of this drainage area is occupied by the residential and industrial area. The total length of the existing drainage channel is about 1,900 m and has about 5 m wide and 0.8 m deep at the Cengkareng highway crossing. The existing channel bed slope is about 1:5,000 in all over the channel stretch.

About 2,500 m in total length of the drainage channel together with 7 nos. of sluiceways and 5 nos. of road bridges including culverts will be improved in this Package.

The PIK Junction drainage area is located in the north-eastern part of the Cengkareng West Area and is about 2.7 km<sup>2</sup>. Almost all area is occupied by the residential and industrial areas. The existing drainage system has been drastically changed and interrupted by the newly constructed interchange of the Jakarta ring road.

About 770 m in total length of the drainage channel together with 1 no. of sluiceway and 4 nos. of road bridges including culverts will be newly constructed by this Package.

Package - 3 : Gede/Bor Drainage Channel, Saluran  
Cengkareng Drainage Channel, and  
Meruya Drainage Channels

The Gede/Bor and Saluran Cengkareng drainage areas are located in the southern part of the Cengkareng West Area and have been entirely utilized for the residential area. Drainage area of the existing Gede/Bor Channel is about 2.41 km<sup>2</sup> and that of the Saluran Cengkareng Channel is about 3.08 km<sup>2</sup>. The existing Gede Channel is about 3,400 m in total length, having 8 m wide and 2 m deep, and drains into the Bor Drainage Channel. The existing Bor Channel, having the bed slope of 1:1,100, is about 1,500 m in total length and drains into the existing Mookervaat canal.

About 1,200 m in total stretch of the Gede/Bor Drainage Channel together with 5 nos. of sluiceways and 10 nos. of bridges including pedestrian bridges and culverts will be improved by this Package.

The existing Saluran Cengkareng Channel, is about 4,200 m in total length having bed slope of about 1:3,000 and drains into the existing Cengkareng floodway. It has 5 to 8 m wide and about 1.5 m deep at the upstream end, and about 10 m wide and 1.8 deep at the confluence of the said floodway.

About 4,200 m in total length of the drainage channel together with 15 nos. of sluiceways and 13 nos. of Bridges including pedestrian bridges and culverts will be improved by this Package.

The Meruya drainage area, which has entirely been utilized for the residential area, is located at the southern part of highway connecting from Jakarta to the Merak Harbour and is about 1.27 km<sup>2</sup>. The Meruya Drainage channel is secondary level, having 1 to 2 m wide and 1 m deep, and about 1,200 m in total length. In the rainy season, habitual inundation with long duration takes place in the depression areas due to undulation of the ground surface and inadequate drainage canal alignment.

About 2,300 m in total length of the drainage channel together with 18 nos. of road bridges including culverts will be improved by this Packages.

(e) **GEOLOGY**

The Project area is located near the coast of the Java sea and covered by Holocene and Pleistocene deposits. The sub-surface of the Jakarta plain consists of 250 m thick,

Quaternary soils. Clays represent more than 70% of the soil cover. Thin sand layers are intercalated but laterally they are not continuous. The sands are fine grained and silty. In general, the ground water level lies 2 m below the ground surface. The soils are softer in the coastal area and more consistent from the existing highway to the south and in the Meruya Area.

The Meruya Area is covered with red soils. These are mixed type of soils, containing equal amounts of clay silt and sand, locally with gravel. Such soils are generally stiff to hard. A hard layer, possibly cemented sands, underlies the soil cover, at an average depth of 5 m.

Besides, the Project area and the entire Jakarta plain are affected by subsidence, due to self-weight consolidation in the deeper soil beds.

#### (f) COMPONENTS OF CIVIL WORKS

The Civil Works of the Project are proposed to be implemented in three (3) Contract Packages as set forth in Clause 1 (b) herein. Generally, this Contract comprises, but is not necessarily limited to work and responsibilities associated with the construction and performance by the Contractor for the following Principal Components, all of which are described in detail in the Tender Documents, but are summarised herein for convenience :

##### PACKAGE - 1

- 1.1 Drainage channel excavation
- 1.2 Levee, embankment and parapet wall
- 1.3 Masonry for revetment
- 1.4 Gabion for protection

- 1.5 Sluiceway and gates
- 1.6 Concrete ditch
- 1.7 Bridge and culvert

**PACKAGE - 2**

- 2.1 Drainage channel excavation
- 2.2 Dump fill for levee
- 2.3 Levee, embankment
- 2.4 Concrete wall for levee
- 2.5 Gabion for protection
- 2.6 Sluiceway and gates
- 2.7 Concrete ditch
- 2.8 Bridge and culvert

**PACKAGE - 3**

- 3.1 Drainage channel excavation
- 3.2 Ditch excavation
- 3.3 Backfilling
- 3.4 Levee, embankment and parapet wall
- 3.5 Masonry for revetment
- 3.6 Sluiceway and gates
- 3.7 Open culvert
- 3.8 Box culvert and outlet structure
- 3.9 Concrete ditch
- 3.10 Bridge and culvert

<b>Period of Completion</b>	3. (2)	As set forth in Appendix 1 to the Tender (Summary of Specific Provisions ).
<b>Tendering Time Schedule</b>	4.	The sequence of dates for carrying out this Tender has been programmed for :  a) Obtaining the Documents _____ for Tendering                      Hrs - Day - Date

- b) Pre-tender Conference \_\_\_\_\_  
and Site Visit Hrs - Day - Date
- c) Last date for \_\_\_\_\_  
request for clarification Hrs - Day - Date
- d) Last date for \_\_\_\_\_  
issuing Addenda Hrs - Day - Date
- e) Last date for \_\_\_\_\_  
Submission of Tender Hrs - Day - Date

At any time prior to the dead line for submission of the Tender, the Employer may, for any reason, whether of his own initiative or in response to a clarification requested by a prospective Tenderer, extend the dead line for submission or modify the Tender Document by the issuance of an Addendum in accordance with Clause 10, in which case all rights and obligations of the Employer and the Tenderer previously subject to original dead line shall thereafter be subject to the new dead line as extended.

**Issuing of Documents**

6. The Documents for Tendering comprise the following documents :

**1. Volume I :**

- Form of Invitation to Tender
- General Instructions to Tenderers
- Attachments to General Instructions to Tenderers
- Particular Instructions to Tenderers
- Form of Tender and Appendices
- Bill of Quantities
- Form of Contract Agreement
- Specimens of Security
- Supplementary Information ( if any )

2. **Volume II :**
  - General Conditions of Contract
  - Special Conditions of Contract
3. **Volume III :**
  - General Specifications
  - Technical Specifications
4. **Volume IV**
  - Drawings
5. **Addenda, if any,**

Supplementary information on climate, stream flow, rainfall, temperature, humidity, etc., have been described in Chapter G2 (Physical and Other Information) of Vol. III, Part I - General Specifications. The interpretation of such supplementary information shall be the responsibility of the Tenderer.

Starting from the date indicated in Clause 4, the Tender Documents will be available for issue to the Tenderers, at the following address :

Project Manager, Urban Drainage Project Executing Agency,  
The Local Public Works,  
DPU DKI Jakarta (Special Region of Capital City Jakarta)  
Jalan Taman Jatibaru No.1,  
Jakarta Pusat (10260), INDONESIA  
(Telp. No. 021 - 3846608)

Tenderers invited to submit a Tender can obtain copies of the Tender Documents on a non-refundable payment of Rp. ....  
.....(Rp.....) per set to the Urban Drainage Project Executing Agency, the Local Public Works, DPU DKI Jakarta, and giving a copy of the receipt for the payment made.

**Pre-tender  
Conference**

9. (1) (a) Pre-tender conference for all invited Tenderers including their representatives will be held at the time and date set out in Clause 4 (b) herein, at



the same address mentioned in Clause 6.

- (b) Following the conference, a Memorandum and Addendum as per Clause 9 (1) (b) of General Instructions to Tenderers will be issued to all Tenderers.

Such Addendum will become a part of the Tender Documents and the recipient shall acknowledge receipt by signing and returning to the issuing office the receipt form issued with the Addendum. Only such written interpretation and clarification will be considered valid.

**Site Visit**

- (2) The Tenderer shall acknowledge that he or his representative has visited the Site and has satisfied himself by careful examination as to the nature and location of the works, the Site conditions, hydrometeorology, geology, the character, quality and quantity of the materials to be encountered, the character of Construction Plant and Equipment needed preliminary to and during the execution of the Works, the general and local conditions, and all other matters which can in any way affect his Tender and the Works under the Contract.

**Other Requirements before Submitting Tender**

- 11. (a) The tenderer shall assess the requirements of the temporary electric power for construction in kW and check up its availability at the existing sources and their location. The Contractor shall make necessary arrangements for his own power in the event of failure of power supply from this source and outages for maintenance, etc.
- (b) Depending on requirements for carriage of men, materials and equipment, additional reasonable measures by way of widening of existing roads and strengthening of existing structures that might be necessary shall be assessed and indicated in the Tender.
- (c) Tenderer's proposed method of establishing required telecommunication facilities for efficient operation of the Project works shall be planned and indicated.

**Tender Security**

- 13. (a) Rupiah equivalent of foreign currency shall be based on

the T/T selling exchange rate of Bank Indonesia at thirty (30) days prior to Opening of Tenders.

- (b) If the Tenderer desires to execute in a form other than one of the specimens as included herein, the acceptance from the Employer shall be sought not less than ten (10) days prior to the date fixed for the submission of Tender.
- (c) The Tender Security shall be supplied sealed in a separate envelope along with the Tender Documents before the expiry of the time set for the submission of Tender in Clause 4. (e) for an amount and period of validity as specified in Appendix 1 to the Tender (Summary of Specific Provisions).
- (d) In exceptional circumstances, prior to expiry of the original Tender validity period, the Employer may request the Tenderer for a specified extension in the period of validity. The request and the responses thereto shall be made in writing. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required nor permitted to modify his Tender, but will be required to extend the validity of his Tender Security correspondingly.

The provision of Clause 13 regarding discharge and forfeiture of Tender Security shall continue to apply during the extended period of Tender validity.

**Tender Documents**

- 14. (1) The Tenderer shall indicate in the list of Tender Enclosures (Appendix 4 to the Tender) all the Appendices and enclosures of his Tender giving them a progressive number which shall correspond to the number marked on the relevant documents.

**Pricing the Bill of Quantities**

- 15. (1) (a) All tender prices shall be expressed in its components of foreign currency and the local currency.

A Tenderer expecting to incur expenditure, for the purpose of the Contract, in his own currencies and in other currencies than that of the Tenderer's country, may express this in his tender in terms of such currencies. Tenderers from Eligible Source Countries of the Fund, will have the option of indicating these prices either in their own national currencies or in a convertible currency of a member of the Fund.

- (b) The Contractor shall not make any expenditures for the purpose of the Contract in the territories of any country which is not included in the list of Eligible Source Countries of the Fund nor shall he make any expenditure for goods in/or services supplied from such territories.
- (c) For the purpose of Tender comparison, the prices quoted in the currency of the Tenderer's country and/or in foreign currency other than Rupiahs, will be valued in terms of Indonesian Rupiahs by the Employer. In making the valuation of Indonesian Rupiahs from the other currency or currencies, selling exchange rates, quoted by the Bank Indonesia and prevailing on a date of thirty (30) days before the date of Tender Opening, shall be applied. These exchange rates shall be got confirmed by the Tenderer from the Bank Indonesia before the date fixed for the Opening of Tenders. If the exchange rates are not so published for some currencies, the exchange rate between the U.S. dollar and the Rupiah as published by the Bank Indonesia, and the currency of the Tenderer and the U.S. dollar as published by U.S. Government Bank thirty (30) days prior to the date fixed for submission of the Tender shall be considered.

- (3) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern.

**Appendices to the Tender**

16. (1) All Appendices shall become part of the Contract Document.

**Unit Price Analyses**

16. (3) (a) The Tenderer shall submit his Tender with the understanding that the Tender Documents are intended to cover all work described in the Tender Documents and that, unless expressly provided for in the Tender Documents, any and all labour and materials not indicated therein but which may be necessary to complete any part of the Works in a proper, substantial and workmanlike manner are to be included and are to be furnished by the Contractor.

- (b) The Tenderer shall complete Appendix 3 to the Tender, Unit Price Analysis and Basic Prices, for the unit price quoted for Major Pay Items listed below, as applicable to the Tender Package, but not limited to :

- Excavation in Soil
- Backfill and Compaction
- Compacted Embankment in Soil/Random Fill
- Wet Masonry
- Gabion
- Steel Sheet Piling
- Precast Concrete Piling
- Lean Concrete (K 125)
- Structural Concrete (K 225)
- Structural Concrete (K 175)
- Shuttering
- Non-Shrinkage Concrete
- Reinforcing Bars

In completing the Form of Unit Price Analyses,

the Tenderer's attention shall be directed to Preamble to the Bill of Quantities.

- (c) It shall be noted that this Analysis of Unit Price will be used for judgment by the Employer of the adequacy of the unit prices quoted by the Tenderer in the evaluation of Tender and for the basis of adjustment to the Contract Price stipulated in Clause 70 (1) (Increase or Decrease of Cost) of the Special Conditions of Contract after due corrections if necessary, if the Tenderer is awarded the Contract.
- (d) In completing the Form of Analysis of Unit Prices, the following items shall be clearly and separately mentioned :
- Spare parts for Construction Plant and Equipment
  - Local labour
  - Fuel and lubricants for Construction Plant and Equipment
  - Cement and concrete products
  - Stone, gravel and sand
  - Reinforcement steel bars and metal products
  - Timber and wooden products
- (e) The Contractor shall append breakdown of Lump Sum Price in sufficient detail with list of items and their costs for each lump sum price quoted in the Bill of Quantities.
- (f) Miscellaneous cost which may be difficult to clarify may be expressed on percentage basis of sub-total of each category. However, the Tenderer shall minimize such miscellaneous cost.

- (g) Others (overhead, profit, etc.) shall be expressed on percentage basis of the sum of Materials, Fuel and Lubricants, Labour and Operator, and Construction Plant and Equipment.
- (h) The Tenderer shall quote his prices including all taxes, duties and other levies payable by the Contractor under the Contract, or for any other cause as of the date thirty (30) days prior to the closing date for submission of Tender shall be included in the rates and prices and the Total Tender Price submitted by the Tenderer, and the evaluation and comparison of Tenders shall be made accordingly. Value Added Tax (PPN) shall be indicated separately in the Bill of Quantities.
- (i) Unit Price shall include and shall have allocated to each item the necessary portions of overhead, profit and other expenses. Where the lowest Tender includes unit prices for the various items which appear to be unreasonable or unbalanced, the Tenderer may be requested for an explanation as to how he arrived at such price. If a satisfactory explanation can not be given, it will be binding upon the Tenderer that when the quantities stated in the Tender for such items are exceeded, such Unit Price will no longer be applicable but will be subject to price determination by the Engineer as though it was additional work under the Contract for which a unit price was not applicable under the Tender.

Other Appendices 16. (6) Each Tenderer shall submit the following data with his Tender for information :

- (a) His proposals for supervision of the Works including the numbers, qualifications and

experience of the various supervisory personnel to be fully assigned to the Works as specified in the Appendix 5 attached to the Form of Tender.

A chart showing entire organization of the Tenderer at the Project Site with the name of supervisory personnel of respective function and estimated number of employees under him.

The following minimum qualification and experience are required for supervisory personnel as may be nominated :

Project Manager : - Graduate of university or equivalent in civil engineering.

- 15 years or longer experience in the management of civil engineering projects of similar nature.

- Permanent staff of the Tenderer.

River Engineer : - Graduate of university or equivalent.

- 15 years or longer experience in construction of river improvement works and facilities under the conditions similar to the Project.

Civil Engineer : - Graduate of university or equivalent.

- 8 years or longer experience in the earth and concrete works including bridge.

**Mechanical Engineer:** - Graduate of university or equivalent

- 8 years or longer experience in construction, repair and maintenance of gates, stoplogs, etc. under the conditions similar to the Project.

- (b) The itemized list of Construction Plant and Equipment showing types, capacities, quantities, condition and ownership to be furnished by the Tenderer for construction of the Works, separated into imported and locally acquired items in the attached form of List of Construction Plant and Equipment in Appendix 6 to the Tender.

For the major Construction Plant and Equipment, the Tenderer shall submit a certified statement indicating :

- Plant and equipment owned by the Tenderer, ownership statement.
- Plant and equipment to be procured by the Tenderer and statement by the supplier that such plant and equipment will be supplied in this Tender.
- Plant and equipment to be hired by the



Tenderer, statement by the owner that such plant and equipment will be rented to the Tenderer in time, if the Tenderer succeeds in this Tender.

- (c) The Tenderer shall furnish the foreign currency requirement in terms of the type and amount in Appendix 7 and its Attachment classified into items of work and its components such as labour, machinery, etc.
- (d) Declaration of Eligibility of Goods shall be furnished in Appendix 8, if any.
- (e) Details of portions of the Works proposed to be sub-contracted in accordance with Clause 4 (Sub-letting) of the General Conditions of Contract to be furnished in Appendix 9.

**Supplementary Data** 17.

Each Tenderer shall submit the following supplementary data with his Tender for information :

- (1) Method Statement and Time for Completion at Appendix 10 giving the general plan for execution and completion of the Works in accordance with the Tender Documents.

Method Statement shall cover the following items, but not limited to :

- (a) Preparatory Works
  - (i) Method and route of transportation of the Construction Plant and Equipment.
  - (ii) Construction of the Contractor's offices, stores, workshops, staff quarters and facilities.

(iii) Construction of temporary access roads and bridges.

(b) Earth Works

(i) Detail of earth works including the earth works for structures.

(ii) Plan of disposal of excavated material.

(iii) Plan of use of excavated material to filling, indicating the volume and location of stockpiles.

(iv) Plan of earthfilling for levees.

(v) Construction of inspection road including gravel metaling.

(c) Concreting

(i) General plan of concrete works for structures such as sluiceways, bridges, etc.

(ii) Access for concrete placing at the various stages of construction.

(iii) Type of form for concrete to be adopted.

(iv) Storage facilities for reinforcement bars including storage capacity, list of unloading, bending and cutting equipment, etc.

(v) Storage facilities for cement and admixtures showing storage capacity and list of handling equipment.

- (2) Estimated quarterly cash flow shall be furnished at Appendix 11.
- (3) Labour schedule on quarterly basis showing estimated numbers of personnel for various categories of calling. In case that expatriate labour is required, such expatriate labour shall be stated separately from the local labour in Appendix 12.
- (4) Estimated material flow shall be furnished at Appendix 13.
- (5) Any supplementary data which the Tenderer shall submit with the Tender in accordance with the Tender Documents after Appendix 14. Deviations, if any, shall be given in a separate statement with their financial implications.

**Submission of  
the Tender**

- 18. (d) All Documents and correspondence regarding this are in English. Supporting documents and printed literature furnished by the Tenderer with the Tender may be in another language provided that they are accompanied by an appropriate translation of pertinent passages in English. For the purpose of interpretation of the Tender, English language shall prevail as ruling language.
- (e) Tenders shall be enclosed in sealed packages, and marked as follows :

**TENDER DOCUMENTS**

Urban Drainage Project.

Package - 1 : Kamal Drainage Channel

Contract No. ....

To :

The Local Public Works,  
DPU DKI Jakarta  
(Special Region of Capital City Jakarta).

ATTN :  
PROJECT MANAGER,  
Urban Drainage Project Executing Agency  
Jalan. Taman Jatibaru No. 1,  
Jakarta Pusat (10260), INDONESIA

TIME, DAY AND DATE OF TENDER OPENING :

-----

NAME AND ADDRESS OF TENDERER :

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- (f) All late Tenders will be returned to the Tenderers unopened for which Tenderer's name and address on the sealed envelope are essential.

Opening of  
Tenders

20. (1) On the specified time and date, an open announcement will be made in front of all Tenderer's representatives that submission of Tender has been closed and from that time on, no Tenders or any other letters from Tenderers accepted. The Tenderer's representatives, who are present, shall sign a register evidencing their presence.

Two (2) persons representing all tenderers shall be appointed as witnesses and sign the official Letter of the Opening of the Tenders.

If the total number of Tenderer's representatives present is less than three (3), the Opening of Tenders is adjourned to specified time and date and intimation given to all

Tenderers.

Postponement of time and date of the Tender Opening does not change the time limit of the submission of Tender.

- (2) The Tenders, including submissions made pursuant to Clauses 16 and 17, will be opened by an officer duly authorised by the Employer. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 19 shall not be opened.
- (3) The Tenders will be examined to determine whether they are complete, whether the requisite Tender Securities have been furnished, whether the Documents have been properly signed, and whether the Tenders are generally in order. All defects and faults found in the Tender are included in the Official Report.
- (4) The officer relating to the Opening the Tender will clearly announce the Tenderer's name, the Tender prices, written modifications of Tender and withdrawals, if any. He shall also read aloud the attested and unattested corrections and record the number of such corrections on each page of the Tender Documents and set his initials with date. Two (2) representatives of Tenderers shall also sign the Report of Tender Opening.
- (5) All pages of list of quantity and price shall be initialled by the officers and the two (2) representatives of the Tenderers.

All Tenders and the enclosures shall be attached to the official Report of Tender Opening.

- (6) All documents, correspondences, decisions and other matters concerning the Contract shall be considered

confidential and restricted nature by the Tenderer and he shall not divulge or allow access thereto by any unauthorised person. After the public Opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of Contract shall not be disclosed to Tenderers or other persons not officially concerned with such process.

**Evaluation of Tenders**

21. (d) In comparing the Tenders and selecting the successful Tender for award of the Contract, the Employer may consider factors such as compliance with those of Tender Documents, relative quality and adaptability, Tenderer's financial responsibility, skill, experience of integrity, the time of completion offered, including facilities such as adequate plant, equipment, technical organization and working capital to begin work promptly and execute it vigorously in such manner as to secure completion within the time specified.

**Clarifications during Tender Evaluation**

22. (b) The employer can seek clarifications on any variation, deviation or alternative offer and reserves the right to accept or reject them. Any unsolicited benefits to the Employer shall not be taken into account in Tender evaluation. The Employer may hold a meeting (Pre-award) with the first, second and third evaluated lowest Tenderers if it is seen that there are still some matters which should be clarified, for example for an unbalanced Tender in the frame of implementing the work particularly those having constraints, but, the Tender substance shall not be changed.

**Rejection of Tender**

- 23.(vi) 1. If the supervision personnel and superintendence of works proposed by the Tenderer are not adequate in qualification, experience and or number even after receiving clarifications by the Tenderer,

2. If the Construction Plant and Equipment or the proposed construction methods which the Tenderer proposes to employ on the Works are not in accordance with the specified Tender requirements, even after receiving clarifications by the Tenderer.

3. If the Tenderer submits more than one (1) Tender for the same Tender Package either singly or again jointly with other Tenderers. However, specialist of the sub-contractors will be permitted to associate with more than one (1) Tenderer.

**Employer's Right  
to Reject or to  
Retender etc.**

24. (1) Notwithstanding Clause 25, the Employer reserves the right to accept, to reject any Tender and to annul the Tender process and reject all Tenders, at any time prior to award of the Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

**ANNEX TO PARTICULAR INSTRUCTIONS  
TO TENDERERS, CLAUSE 2, ELIGIBILITY**

**LIST OF ELIGIBLE SOURCE COUNTRIES FOR THE FUND**

(to be named according to the Guidelines of the Fund)

1. **Japan**

2. **Asia**

3. **Africa**

4. **America**



**5. Europe**

**6. Oceania**

**7. All the member of Countries of the Organisation for Economic Cooperation and Development (OECD)**

Countries mentioned above are subject to periodical amendment and the Tenderer shall have this confirmed on the date, thirty (30) days before the date fixed for submission of the Tender.

**V. FORM OF TENDER AND APPENDICES**

**V. FORM OF TENDER AND APPEDICES**

**FORM OF TENDER**

**Urban Drainage Project**

**Package - 1 : Kamal Drainage Channel**

**Contract No. : .....**

To :

The Local Public Works,

DPU DKI Jakarta (Special Region of Capital City Jakarta)

The Project Manager,

Urban Drainage Project Executing Agency

Jalan Taman Jatibaru No. 1,

Jakarta Pusat (10260), Indonesia

Dear Sir,

1. This tender is submitted by .....

( Name of Firm )

residing at (or place of business) .....

and .....

( Name of Partner )

residing at (or place of business) .....

comprising the firm of .....

.....  
a company duly incorporated under the law of .....

.....  
The Company's head office is located at .....

.....  
(it will be hereinafter called the "Tenderer").

2. This Tender is made by the Tenderer without any connection, knowledge, comparison of figures, or agreement with any other person or persons making a Tender for the same Works and is in all respect fair and without collusion or fraud.
  
3. The Tenderer has examined in detail the Tender Documents, has inspected and examined the Site and has ascertained the possibility of supplying the Construction Plant and Equipment, materials, labour and services and performing all works so that upon signing of this Tender, the Tenderer is aware that he must renounce all rights of invoking ambiguities or misunderstanding to this respect.
  
4. The Tenderer hereby tenders and offers to enter into a Contract to supply and do all that which is set out or called for in the Tender Documents, on the terms and conditions and under the provisions set out or called for in the Tender Documents, at the Tender Price for: Local Currency excluding VAT/PPN in Indonesian Rupiah ..... only (Rp. .... ) and for Foreign Currency excluding VAT/PPN in US Dollar or Japanese Yen ..... only (US\$ or Yen ..... ). Total Government Tax (VAT/PPN) Rupiah ..... (Rp. .... ). Thus the Total Tender Price including the amount of ten (10) percent of the said Tender Price is : Local Currency Rupiah ..... only (Rp. .... ), Foreign Currency (US \$ or Yen ..... only (US \$ or Yen ..... ) (Exchange rate adopted US \$ or Yen = Rp. .... ).
  
5. On the basis that we are also submitting another Tender to you in respect of Package - ..... of Urban Drainage Project, we confirm that the Tender Price in Paragraph 4 above will be reduced by Rp. .... and Foreign Currency.....(excluding Tax VAT/PPN) in the event of both the Contracts being awarded to us.
  
6. In consideration of the sum set out in Paragraph 4 above, we undertake if our Tender is accepted:
  - a) To submit required Performance Bond within thirty (30) days after receipt of the Engineer's Letter of Acceptance and, prepare and execute the Contract Agreement within forty five (45) days from the receipt of the Engineer's Letter of Acceptance of this Tender.

- b) After the signing of the Contract, to commence the Works within ninety (90) days of the receipt of the Engineer's Notice to Proceed and to complete and deliver the whole of the Works comprised in the Tender Documents within the period stated in the Appendix 1 to the Tender.
7. The Tenderer agrees that, if this Tender is accepted, the Tenderer will execute such additional volume or quantity of work within the scope of the Work that may be requested by the Engineer, over and above the quantities, or any of them set forth in the Bill of Quantities and in strict conformity in all respects with the requirements and terms of payment stated in the Tender Documents.
  8. The Tenderer agrees that the deductions from the volumes or quantities as set forth in the Bill of Quantities, if any, shall be made in strict conformity in all respects with the provision of the Tender Documents.
  9. The Tenderer agrees to submit this Tender to be valid for the period of one hundred and eighty (180) consecutive days from the closing date of Tender and it shall remain binding upon Tenderer and may be accepted at any time before the expiration of this period, unless extended by the Tenderer at his option.
  10. The Tenderer agrees that official act of awarding a Contract through the Letter of Acceptance, based on this Tender, shall constitute and be an acceptance of this Tender without prior communication or any prior notice.
  11. The Tenderer agrees that if this Tender is accepted within Tender validity period, the Tenderer shall furnish the Performance Bond for the proper fulfilment of the Contract as required under relevant provision of the Tender Documents and execute the Contract.
  12. The Tenderer agrees that the Employer is not bound to accept the lowest or any Tender the Employer may receive; nor to assign any reason for rejection of any of the Tenders; nor will the Employer enter into any communication in this regard.
  13. The Tenderer agrees that the Employer will not defray any expenses incurred by Tenderer in preparing this Tender.
  14. The Tenderer confirms the truthfulness and exactness of all the statements, answers and lists made in the Prequalification Documents and in the annexed documents presented to the Engineer.

15. The Tenderer shall submit the address, Telex, Fax to which the Engineer shall direct correspondence and notices under the Tender.
16. The Tenderer agrees that the unit and lump sum prices set in the Bill of Quantities will remain firm throughout the period of the Contract unless specifically provided otherwise in the Special Conditions of the Contract of Volume II.
17. The Tenderer agrees that the sums, periods and percentages set out in the Appendix 1 to the Tender shall be incorporated in the Clauses of the Contract and shall form part of the Contract.
18. The Tenderer confirms that he has received the Addenda from No. .... to No. .... which are enclosed herewith and are made part of the Tender and Contract Documents.

Tenderer's Signature

(.....)

(.....)

(.....)

in the capacity of .....

duly authorized to sign Tenders for and on behalf of .....

.....  
 .....  
 .....

Dated this .....

day of ..... 19 .....

**Note:** Tenderers are required to fill up all the blank spaces in the Form of Tender, and in the case of joint operation, the name and address of each firm participating must be inserted.

If Tender is submitted by or on behalf of any corporation, it must be signed in the name of such corporation by some duly authorized officer or agent thereof who shall also subscribe his own name and office.

Name of Works : Urban Drainage Project, Package - 1 : Kamal Drainage Channel  
 Contract No. : .....

**APPENDIX 1 TO THE TENDER  
 SUMMARY OF SPECIFIC PROVISION**

NO.	DESCRIPTION	CLAUSE NUMBER	PROVISIONS
1	Time for Completion of the Works	IT.3(2) and CC.43	One thousand four hundred and sixty one ( 1,461 ) days from receipt of Notice to Proceed (Commencement Date)
2	Amount of Tender Security	IT.13(a)	..... Rupiah ( Rp. .... ) or equivalent based on the T/T selling exchange rate of Bank Indonesia at 30 days prior to the Opening of Tenders.
3	Validity Period of Tender Security	IT.13(a)	..... (.....) days from the Opening of Tenders
4	Allowable Foreign Currency	IT.15(1)	.....
5	Maximum Allowable Foreign Currency	IT.15(1) and CC.60(2)(b)	..... (.....) .....
6	Ruling Language	IT.18(d) and CC.6(1)(a)	Ruling language shall be English
7	Validity period of Tender	IT.20	One hundred and eighty (180) days from the Opening of Tenders
8	Amount of Performance Security	CC.7(1)	Not less than Ten ( 10 ) % of the Total Contract Price in Rupiah and foreign currency based on T/T Selling exchange rate of Bank Indonesia at 30 days prior to the Opening of Tenders
9	Minimum Amount of Third Party Insurance for Any One Accident : a. Bodily Injury (including death) b. Property Damage	CC.23(2)	Rp. 2,000,000./person and maximum of Rp. 10,000,000 / accident Rp. 50,000,000/ accident (Number of accident shall be unlimited)
10	Commencement of Works after Engineer's Notice Proceed	CC.41(1)	Ninety ( 90 ) days
11	Amount of Liquidated Damages per Day of Delay	CC.47(1)(a) CC.47(2)(a) CC.47(2)(b)	One ( 1 ) % of the Contract Price or the Value of Outstanding Works
12	Maximum Amount of Liquidated Damages	CC.47(1)(b)	Ten ( 10 ) % of the Contract Price



NO.	DESCRIPTION	CLAUSE NUMBER	PROVISIONS
13	Defect Liability Period	CC.49(1)	One Hundred and Eighty Three ( 183 ) days
14	Maximum Management Charge for Provisional Sum	CC.59(4)(c)	.....
15	Ceiling of Maximum Contract Price	CC.60(1)	.....
16	Maximum Amount of Advance Payment	CC.60(3)	Twenty ( 20 ) % of the Contract Price
17	Percentage of Retention Money	CC.60(5)(b)	Five ( 5 ) % of the total amount of Bi-Monthly Certificate
18	Time for Payment of Bi-Monthly Certificate	CC.60(6)	Sixty ( 60 ) days after certificate and approval by the Engineer

Note :

IT = General/ Particular Instruction to Tenderers

CC = General/ Special Conditions of Contract

Name of Works : Urban Drainage Project, Package - 1 : Kamal Drainage Channel

Contract No. : .....

**APPENDIX 2 TO THE TENDERER  
GENERAL TIME SCHEDULE**

NAME OF TENDERER : .....

NO.	WORKS ACTIVITIES	WORKS IN %	M O N T H S							
			1	2	3	4	.....	.....	.....	
	TOTAL WORK	100%								
	MONTHLY PROGRESS	IN %								
	ACCUMULATIVE PROGRESS	IN %								

Note :  
S-curve and Bar-chart should be plotted

Signature of Tenderer : .....  
for and on behalf of : .....

## **COST ANALYSES**

### **1. UNIT PRICE ANALYSES**

The Unit Prices Analysis for each major work item shall be presented in accordance with the Appendix 3 to the Tender, Unit Price Analysis, attached hereunder. The Unit Price shall be priced in both Indonesian Rupiah for local currency portion and US Dollars or the currency of the Tenderer's country for foreign currency portion.

The Tenderer shall complete the table of Summary of Contract Unit Price Analysis (Form No.1) based on the cost estimate for the major work items entitled in the said table in accordance with the provisions of the Instructions to Tenderers.

Name of Works : Urban Drainage Project, Package - 1 : Kamal Drainage Channel

Contract No. : .....

**APPENDIX 3 TO THE TENDER  
UNIT PRICE ANALYSES**

ITEM NUMBER : ..... NAME OF TENDERER : .....

DESCRIPTION OF WORK : .....

UNIT OF WORK : .....

QUANTITY OF WORK : .....

DAILY/ HOURLY OUTPUT : ..... \*

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST		AMOUNT	
				Rp.	F.C.	Rp.	F.C.
I.	MATERIAL 1)						
	1.						
	2.						
	3.						
II.	LABOUR 2)						
	1.						
	2.						
	3.						
III.	PLANT AND EQUIPMENT 3)						
	1.						
	2.						
	3.						
	SUB - TOTAL						
IV.	OVERHEAD AND PROFIT 4)						
V.	TOTAL						
VI.	UNIT PRICE						

Signature of Tenderer : .....

for and on behalf of : .....

Note :

\* To be completed where calculation is based on daily or hourly output

NOTE:

- 1) = Materials required for completion of the entitled work shall be enlisted herein. The quantities, unit price and amount for each material shall also be described in appropriate columns,
- 2) = Operator, driver, mechanic, foreman, common labour, etc. shall be enlisted herein based on the Tenderer's estimate. The quantities, unit price and amount of each labour shall also be described in appropriate column.
- 3) = Detailed list of plant and equipment required for completion of the entitled work shall be shown herein together with the unit production capacity.
- 4) = Overhead and profit shall be priced with percentage of the direct cost.

**FORM NO. 1 SUMMARY OF CONTRACT UNIT PRICE ANALYSIS**

UNIT PRICE ITEM NO. IN THE BILL OF QUANTITIES	WORKS	LOCAL CURRENCY PORTION (RP.)	FOREIGN CURRENCY PORTION ( )
2.2/02	Stripping, grubbing and clearing		
2.1/01	Excavation of existing drainage channel, including dredging if any		
2.3/01	Excavation for footing of parapet wall		
2.7/02	Excavation of channel including trench cut		
2.2/04	Embankment for levee		
4.4/13	Embankment, sub-grade of approach road		
-	Dump filling with pollution prevention measures		
2.3/02	Backfilling with selected material		
-	Free-draining backfill		
2.2/05	Filling-up by random material		
2.5/06	Rubble filling		
2.7/06	Gravel filling		
2.5/05	Gravel bedding		
2.2/07	Sod facing		
2.1/02	Demolishing, hauling and disposing concrete structures		
2.1/03	Demolishing, hauling and disposing asphalt/masonry structures		
2.2/08	Gabion mattress, 3.0x1.5x0.5 m		

UNIT PRICE ITEM NO. IN THE BILL OF QUANTITIES	WORKS	LOCAL CURRENCY PORTION (RP.)	FOREIGN CURRENCY PORTION ( )
2.4/01	Wet rubble masonry, type 1		
3.1/07	Wet rubble masonry, type 2		
-	Concrete, type 1		
4.2/35	Concrete, type 2		
3.1/15	Concrete, type 3		
2.3/08	Concrete, type 4		
2.3/09	Concrete, type 5		
2.3/10	Form, F1		
2.3/11	Form, F2		
2.3/12	Reinforcing bars		
-	Scaffolding		
2.2/09	Sub-base course		
2.2/11	Asphalt pavement		
2.3/04	Driving steel sheet pile, type YSPF, W = 400		
2.3/07	Driving RC pile, 250 x 250 mm		
-	Driving RC pile, 300 x 300 mm		
4.2/28	Driving PC pile, 350 mm, B type, L = 18 m		
4.2/34	Driving PC pile, 400 mm, B type, L = 14 m		
2.5/10	Furnishing and driving wooden piles, diam. 15 ~ 18 cm		
2.2/06	Geo-textile, t = 1.5 mm		

UNIT PRICE ITEM NO. IN THE BILL OF QUANTITIES	WORKS	LOCAL CURRENCY PORTION (RP.)	FOREIGN CURRENCY PORTION ( )
2.3/13	PVC waterstop, W = 200 mm		
2.3/14	Rubber joint filler, t = 10 mm		
2.5/09	PVC pipe for weep hole, diam. 50 mm		
4.4/12	Precast concrete side ditch, 300 x 300 mm		
4.3/07	Furnishing and erection of PC girder, H = 550 mm, L max = 14.9 m, BM - 70		
-	Furnishing and erection of PC girder, H = 550 mm, L max = 15.1 m, BM - 100		
-	Furnishing and erection of PC girder, H = 500 mm, L max = 17.0 m, Pedestrian		
4.3/18	Rubber bearing pad, t = 33 mm, W = 150 mm		
4.3/21	Anchoring in movable bearing shoe		
4.3/22	Guard pipe for road bridge, H = 0.4 m		
2.3/16	Furnishing and installing traps		
-	Furnishing and installing trashrack and accessories		
-	Furnishing and installing steel mesh cover		
2.7/15	Dowel bars, diam. 25 mm, L = 1m		
-	Steel galvanized pipe for handrail on hoist deck		
-	Embedded metal for stoplog groove		



UNIT PRICE ITEM NO. IN THE BILL OF QUANTITIES	WORKS	LOCAL CURRENCY PORTION (RP.)	FOREIGN CURRENCY PORTION ( )
3.1/32	Steel slide gate including hoist guide from, etc. W= 1.5 m x H = 1.3 m		
3.1/33	Steel flap gate including guide frame, accessories, etc. W= 0.4 m x H =0.4 m		
3.1/42	Timber stoplog, W= 1.5 m x H = 1.3 m		

Signature of Tenderer : .....

For and on behalf of : .....

Date : .....

## **2. UNIT PRICES, WAGES AND EQUIPMENT COSTS**

The Tenderers shall also state the unit prices of materials, wages of labour and net operation costs of equipment used in their estimate in Form No. 2. Each cost shall include the following ;

- I.       Material     : Net cost of material delivered to stores or stockpile at the Site. This includes all fuel, lubricating oil for equipment.
- II.       Labour       : Aggregate amount of wages for each labour.
- III.      Plant and  
Equipment : Cost of all depreciation, maintenance, wear and tear, spare parts, renewal, and all costs of repair and taxes, if any.

**FORM NO. 2 PRICES, WAGES AND EQUIPMENT COSTS**

DESCRIPTION	UNIT	RATE	
		LOCAL CURRENCY PORTION (Rp.)	FOREIGN CURRENCY PORTION ( )
<b>I. Material</b>			
Portland cement	ton		
Water reducing agent	kg		
Sand for concrete	m <sup>3</sup>		
Gravel for concrete	m <sup>3</sup>		
Rubble stone	m <sup>3</sup>		
Sand and gravel	m <sup>3</sup>		
Embankment materials	m <sup>3</sup>		
Reinforcement bar, deformed	ton		
Shaped structural steel	ton		
Steel plate	ton		
Steel pipe, diam. 65 mm	m		
Steel sheet pile, type U-2, W= 400 mm	m		
Concrete pipe, diam. 800 mm	m		
R.C. concrete pile, 250 x 250 mm	m		
P.C. Concrete pile, diam. 350 mm	m		
Teak, square	m <sup>3</sup>		
Kamper, plank	m <sup>3</sup>		

DESCRIPTION	UNIT	RATE	
		LOCAL CURRENCY PORTION (Rp.)	FOREIGN CURRENCY PORTION ( )
Kamper, square	m <sup>3</sup>		
maranti (calss III) log	m <sup>3</sup>		
Plywood, watertight, 910 x 1,800 x 12 mm	m <sup>3</sup>		
<b>II. Labour</b>			
Foreman, foreign	day		
Foreman, local	day		
Common labor	day		
Skilled labor	day		
Operator for heavy equipment	day		
Operator or light equipment	day		
Assistant operator	day		
Driver	day		
Mechanic	day		
Welder	day		
Electrician	day		
Steel worker	day		
Rigger	day		
Concrete worker	day		
Carpentor	day		
Mason	day		
Painter	day		

DESCRIPTION	UNIT	UNIT	
		LOCAL CURRENCY PORTION (Rp.)	FOREIGN CURRENCY PORTION ( )
Plumber	day		
<b>III. Plant and Equipment</b>			
Bulldozer, 15 ton	hr		
Swamp bulldozer, 13 ton	hr		
Backhoe, 0.6 m <sup>3</sup>	hr		
Backhoe, 0.2 m <sup>3</sup>	hr		
Tractor shovel, 1.0 m <sup>3</sup>	hr		
Wheel loader, 2.1 m <sup>3</sup>	hr		
Dump truck, 11 ton	hr		
Dump truck, 6 ton	hr		
Cargo truck, 6 ton	hr		
Truck crane, 20 ton	hr		
Truck crane, 4,9 ton	hr		
Crawler crane, 40 ton	hr		
Crawler crane, 25 ton	hr		
Diesel pile hammer, 3.5 ton	hr		
Vibrating pile driver, 60 kW	hr		
Motor grader, 3.1 m	hr		
Vibrating roller, 8 ton	hr		
Vibrating roller, 0.5 ton	hr		
Tire roller, 8 ~ 20 ton	hr		
Macadam roller, 10 ~ 12 ton	hr		

DESCRIPTION	UNIT	RATE	
		LOCAL CURRENCY PORTION (Rp.)	FOREIGN CURRENCY PORTION ( )
Tamper, 80 kg	day		
Clamshell, 40 ton	hr		
Batching plant, 1.0 m <sup>3</sup>	hr		
Truck mixer, 3.2 m <sup>3</sup>	hr		
Concrete pump, 30 m <sup>3</sup> /hr	hr		
Concrete bucket, 1.0 m <sup>3</sup>	hr		
Concrete vibrator, 300 mm	day		
Hand breaker, 30 kg	day		
Diesel generator, 125 kW	day		
Welder, 240 A	day		
Submersible pump, 100 mm	day		
Submersible pump, 75 mm	day		

Signature of Tenderer : .....

For and on behalf of : .....

Date : .....

Name of Works : Urban Drainage Project, Package - 1 : Kamal Drainage Channel  
 Contract No. : .....

**APPENDIX 4 TO THE TENDER**

**LIST OF TENDER ENCLOSURES**

NAME OF TENDERER : .....

NO.	PAGE *	DESCRIPTION	REMARKS
1.		Form of Tender	
2.		Summary of Specific Provisions	App - 1
3.		General Time Schedule	App - 2
4.		Unit Price Analysis	App - 3
5.		List of Tender Enclosures	App - 4
6.		Proposed Supervisory Personnel	App - 5
7.		List of Construction Plant and Equipment	App - 6
8.		Proforma for Estimate of Foreign Currency Requirements	App - 7
9.		Form of Declaration of Eligibility of Goods	App - 8
10.		Sub-letting	App - 9
11.		Method Statement and Time for Completion	App - 10
12.		Estimated Cash Flow	App - 11
13.		Estimated Labour Flow	App - 12
14.		Estimated of Material Flow	App - 13
15.		Layout of Temporary Facilities	App - 14
16.		Bill of Quantities	
17.		Tender Security	
**			

\* Give a progressive number which corresponds to the number marked on the relevant documents.

\*\* Add as necessary.

Signature of Tendere : .....

for and on behalf of : .....

Name of Works : Urban Drainage Project, Package - 1 : Kamal Drainage Channel

Contract No. : .....

**APPENDIX 5 TO THE TENDER**

**PROPOSED SUPERVISORY PERSONNEL  
TO BE FULLY ASSIGNED ON THE WORKS**

No.	POSITION	NUMBER	QUALIFICATION	REMARKS

Signature of Tenderer : .....

for and on behalf of : .....



**ATTACHMENT 1 TO APPENDIX 5**

**A. SENIOR SUPERVISORY STAFF**

---

Tenderer shall provide the following details of at least three (3) most senior supervisory staff to be engaged in full-time at the Site.

1. Name : ..... Age : .....
2. Nationality : .....
3. Education and degrees : .....
4. Speciality : .....
5. Total service : .....
6. Length of services  
with Tenderer : .....
7. Position to be assigned  
in the Project : .....
8. Construction experience : (shall cover the past 15 years experience)

---

Period	Project	Employer	Position and Work Performance
--------	---------	----------	----------------------------------

---

Signature of Tenderer.....

For and on behalf of.....

ATTACHMENT 2 TO APPENDIX 5

**B. SUPERVISORY STAFF**

All Staff not listed in "A" shall be detailed.

Name	Age	Nationality	Qualification	Construction Experience
------	-----	-------------	---------------	-------------------------

Signature of Tenderer : .....

for and on behalf of : .....

Date : .....

Name of Works : Urban Drainage Project, Package - 1 : Kamal Drainage Channel

Contract No. : .....

**APPENDIX 6 TO THE TENDER**

**LIST OF CONSTRUCTION PLANT AND EQUIPMENT**

---

ITEM No.	NAME OF EQUIPMENT	MAKER AND MAKER'S CODE	CAPACITY OUTPUT	Q'TY	CONDITIONS	OWNERSHIP *
-------------	----------------------	---------------------------	--------------------	------	------------	-------------

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Signature of Tenderer : .....

for and on behalf of : .....

\* Clearly state whether owned, hired or proposed to be bought new for this Contract. If any confirmation by renter to be attached.

ATTACHMENT TO APPENDIX 6

B/Q NO.	Works	Unit	Q'ty.	Equipment	Unit Output	Total Time	Available Time	No. of Equipment Mobilization
1	2	3	4	5	6	7-4/6	8	9-7/3

.....

Signature of Tenderer ..... for and on behalf of .....

AP - 10



Name of Works : Urban Drainage Project, Package - 1 : Kamal Drainage Channel  
 Contract No. : .....

**APPENDIX 7 TO THE TENDER**

**PROFORMA FOR ESTIMATE OF FOREIGN CURRENCY REQUIREMENTS**

(Refer Paragraph 16 (6) (c) of Part IV - Particular Instructions to Tenderers)

ITEM NO. OF BILL OF Q'TY.	NET AMOUNT OF EACH ITEM IN LOCAL CURRENCY (A)	NET AMOUNT OF EACH ITEM IN FOREIGN CURRENCY (B)	TYPE OF FOREIGN CURRENCY REQUIRED	EXCHANGE RATE USED * (C)	FOREIGN CURRENCY AMOUNT IN EQUIVALENT RUPIAH (D) = (B)x(C)	TOTAL AMOUNT IN RUPIAH (E) = (A) + (D)
0.0						
Sub-total	_____	_____			_____	_____
1.1						
1.2						
etc.						
Sub-total	_____	_____			_____	_____
2.1						
2.2						
etc.						
Sub-total	_____	_____			_____	_____
3.1						
3.2						
etc.						
Sub-total	_____	_____			_____	_____
etc.						
<b>TOTAL</b>						

Percentage of Total Foreign Currency Requirement (D)/(E) x 100 % = \_\_\_\_\_ %

Type and Proportion of Foreign Currency Required :  
 (i) \_\_\_\_\_ : \_\_\_\_\_ % (E)  
 (ii) \_\_\_\_\_ : \_\_\_\_\_ % (E)  
 (iii) \_\_\_\_\_ : \_\_\_\_\_ % (E)

\* Source and date should be appended.

Signature of Tenderer :.....  
 for and on behalf of :.....

**ATTACHMENT TO APPENDIX 7**  
**PROFORMA FOR BREAK DOWN OF FOREIGN CURRENCY REQUIREMENTS**

Item *	Foreign Currency		Approx. %
	Type	Amount	Net Tender Price **
1. Expatriate Staff and Labour			
1.1 Salaries and Wage			
1.2 Social Charges			
1.3 Overseas Allowances			
1.4 Insurance Coverage			
1.5 Medical Care			
1.6 Travel Expenses			
2. Imported Materials			
2.1 For Temporary Works			
2.1.1 Lumber for Formwork, etc.			
2.2 For Permanent Works			
2.2.1 Cement			
2.2.2 Steel Reinforcement, etc.			
3. Construction Plant and Equipment (depreciation and usage only)			
3.1 Heavy Mobile Equipment			
3.2 Major Items of Non-mobile Equipment (batching plants, etc.)			
3.3 Light Vehicles, Implements, Machinery, etc.			
3.4 Spare Parts and Tyres			
4. Overheads, Fees, etc.			
4.1 Overseas Head Office			
4.2 Fees, Profit, etc.			
4.3 Finance Charges			
4.4 Freight, etc.			

Continue .....

Item *	Foreign Currency		Approx. % Net Tender Price **
	Type	Amount	
5. Miscellaneous (describe below)			
5.1			
etc.			
			*** Total % _____

\* Bidders may include additional items.

\*\* Expressed as a percentage of TOTAL (E) in Appendix 7.

\*\*\* The total percentages in Appendix 7 and this attachment should agree.

Signature of Tenderer :.....

for and on behalf of :.....

Name of Works : Urban Drainage Project, Package-1 : Kamal Drainage Channel  
Contract No. : .....

**APPENDIX 8 TO THE TENDER**

**FORM OF DECLARATION OF ELIGIBILITY OF GOODS**  
(According to the Loan Agreement of the Fund)

I (We) hereby certify :

that goods to be supplied are produced in ..... (eligible source country).

That to the best of my (our) information and belief imported portion from non-eligible source countries is less than fifty (50) percent according to the following formula ;

$$\frac{\text{Imported CIF Price + Imported Duty}}{\text{Supplier's FOB Price or Ex-factory Price}}, \text{ and}$$

That ..... (Name of supplier)  
is incorporated and registered in .....  
(Eligible Source Country) and has its appropriate facilities for producing or providing the  
goods or services in .....  
(Eligible Source Country) and actually conducts its business there.

.....  
( Place and Date )

.....  
( The Representative )



Name of Works : Urban Drainage Project, Package-1 : Kamal Drainage Channel  
 Contract No. : .....

**APPENDIX 9 TO THE TENDER**

**SUB - LETTING \***

1. Name of Firm for sub-letting .....
2. Postal address .....
3. Country registered .....
4. Construction experience
  - (a) Area of Specialization(s) .....
  - (b) Experience on similar works previously executed :
5. Proposed work to be executed by sub-letting under the Contract

Description of Works	Value of Works	Period of Time	Name and Address of Owner	Type of Contract
----------------------	----------------	----------------	---------------------------	------------------

6. Documentary evidence of intent of sub-letting exchanged between us and firm to be sub-let is attached hereto.

Signature of Tenderer : .....  
 for and on behalf of : .....  
 Date : .....

\* One form for each sub-contractor

Name of Works : Urban Drainage Project, Package-1 : Kamal Drainage Channel  
Contract No. : .....

### APPENDIX 10 TO THE TENDER

#### METHOD STATEMENT AND TIME FOR COMPLETION

The Tenderer shall submit the following regarding the method and sequence of execution of works for each component structure of the Contract Package.

- (1) Cycle time for major works such as earthwork, concrete work, piling work, etc.
- (2) Labour force for the above
- (3) Total work quantities and time sequence of execution
- (4) Detailed Construction Programme/Time Schedule to meet the requirements for achieving the Works (completion time specified).
- (5) Organization Chart
  - Organization chart, divided into such sections as control, administration, engineering, construction, etc.
  - Name of staff to be assigned and his grade,
  - Assignment period of each staff.

Signature of Tenderer .....  
for and on behalf of .....  
Date .....

Name of Works : Urban Drainage Project, Package - 1 : Kamal Drainage Channel

Contract No. : .....

APPENDIX 11 TO THE TENDER

ESTIMATED CASH FLOW \*

Period (months)	WORK TO BE DONE (1)		ADVANCE PAYMENT (2)		RETENTION MONEY (3)		OTHER DEDUCTIONS (4)		PAYMENT TO BE MADE (1) - (2) - (3) - (4)	
	F.C.	L.C.	F.C.	L.C.	F.C.	L.C.	F.C.	L.C.	F.C.	L.C.
1 - 3										
4 - 6										
7 - 9										
etc.										
.										
.										
.										
.										
.										
.										
Total :										

F.C. : Foreign Currency  
 L.C. : Local Currency  
 \* in millions or thousands

Signature of Tenderer .....  
 for and on behalf of .....

Name of Works : Urban Drainage Project, Package - 1 : Kamal Drainage Channel

Contract No. : .....

**APPENDIX 12 TO THE TENDER**

**ESTIMATED LABOUR FLOW**

PERIOD (months)	FOREMEN	HEAVY EQUIPMENT OPERATOR	CONCRETE WORKERS	MECHANICS/ ELECTRICIAN	CARPENTERS	RIGGER	UNSKILLED LABOUR/ HELPER	OTHERS	TOTAL
1 - 3									
4 - 6									
6 - 9									
etc.									
.									
.									
.									
.									
.									
.									
.									

\* Local and Expatriates, Separately

Signature of Tenderer.....

for and on be

Name of Works : Urban Drainage Project, Package - 1 : Kamal Drainage Channel

Contract No. : .....

**APPENDIX 13 TO THE TENDER  
ESTIMATED MATERIAL FLOW\***

PERIOD (months)	CEMENT	REINFORCEMENT STEEL	STRUCTURAL STEEL	TIMBER	FUEL OIL	OTHERS
1 - 3						
4 - 6						
etc.						
.						
.						
.						
.						
.						
.						
.						

\* Purchased locally and imported, separately

Signature of Tenderer .....

for and on behalf of .....

Name of Works : Urban Drainage Project, Package - 1 : Kamal Drainage Channel  
Contract No. : .....

## APPENDIX 14 TO THE TENDER

### LAYOUT OF TEMPORARY FACILITIES

Tenderer shall submit the location, layout and other relevant information on the following :

1. **Layout of Aggregate Plant(s), if any**
  - (a) Plan of aggregate plant(s) to be provided including location, plant(s), diagram of production flow, location of quarry site, etc.,
  - (b) Aggregate production schedule, or
  - (c) Aggregate procurement schedule.
  
2. **Layout of Concrete Batching and Mixing Plant(s), if any**
  - (a) Plan of concrete batching and mixing plant(s) to be provided including location of plant(s) with automatic recorder, aggregate stock yard with capacity, etc.,
  - (b) Production schedule of concrete, or
  - (c) Procurement schedule of ready mixed concrete.
  
3. **Layout of Office, Quarter, Workshop and other Necessary Buildings**
  - (a) Plan of the above building including location, name, quantity, floor space, etc., and
  - (b) Construction time schedule of the above buildings.
  
4. **Layout of Water Supply System**
  - (a) Plan of water supply system including purpose, supply capacity, source of water, specifications of purification plant if any, pipe line route, etc., and
  - (b) Time schedule for construction of the above.
  
5. **Layout of Electric Power Supply System**
  - (a) Plan of power supply system including schematic diagrams, step-down facilities, supply line after feeding points on the main available distribution line if any, emergency generating units, etc.,
  - (b) Monthly power consumption schedule (estimated), and
  - (c) Time schedule for construction of the above.

6. **Layout of Telecommunication System**

- (a) Plan of telecommunication system including schematic diagram, telephone system line, etc., and
- (b) Time schedule for installation of the above.

7. **Layout of Site Testing Laboratory**

- (a) Plan of testing laboratory including location, layout of building, equipment allocation, etc., for routine site tests, or
- (b) Use of the existing testing laboratory.

8. **Schedule of Land Arrangement for Temporary Works to be done outside of allotted Area**

- (a) Location of the area, and
- (b) Proposed utility.

9. **Layout of Other Temporary Facilities**

Descriptions, drawings, specifications, conditions, schedule and items necessary to clarify the other temporary facilities proposed by the Tenderer shall be covered.

Signature of Tenderer : .....

For and on behalf of : .....