

VI. BILL OF QUANTITIES

VI. BILL OF QUANTITIES

PACKAGE - 1 : KAMAL DRAINAGE CHANNEL

CONTRACT NO. :

PREAMBLE

1. Introduction

The Bill of Quantities includes this Preamble, the Parts of the Bill of Quantities, the Schedule and the Summary and shall be read in conjunction with the Instructions to Tenderers, Conditions of Contract, Specifications and Drawings.

2. Estimated Quantities

The quantities set out in the Bill of Quantities are the estimated quantities of the Works and provide a common basis for Tendering and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

3. Works to be Measured

For the purpose of ascertaining the value and amount of work done, the Works shall be measured as provided for in Clause 56 (1) (Works to be Measured) of the Conditions of Contract at such frequency as may be necessary for the purpose of payment under Clause 60 (Certificates and Payment) of the Conditions of Contract. The Permanent Works shall be measured net, notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the Contract.

The quantities in the respective items in the Bill of Quantities shall be measured in accordance with the method of measurement described in Clause 10 (Method of Measurement) of this Preamble.

4. Pricing of Items

The price in the Bill of Quantities shall, except where otherwise provide in the Contract, cover all the Contractor's obligations under the Contract and all matters and things necessary for the proper execution, completion and repair of the Works, as set out in Clause 10 (1) (Contractor's General Responsibilities) of the Conditions of Contract. The whole cost of complying with the provisions of the Contract shall be included in the items

provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of Works. If no price is entered against any item of the Bill of Quantities and the Tender is accepted notwithstanding Clause 15 (2) (Item not Priced) in the Instructions to Tenderers, the cost of the work covered by the item shall be deemed to be covered by the prices for other items.

5. Works and Services not Separately Measured

The rates and price entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, be for the finished items of work and shall include all Constructional Plant and Equipment, labour, supervision, material, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. These shall not be measured and the cost thereof shall be deemed to be included in respective unit rates and lump sums in the Bill of Quantities.

6. Currency

Where the Contract provides for part of the Contract Price to be payable in Foreign Currency(ies) and part in Indonesia Rupiahs, the total price shall be the sum of the Foreign Currency (ies) and Indonesia Rupiah portions.

7. Provisional Sums

The amount allowed under Provisional Sums shall be expended in whole or in part or not at all as the Engineer may direct. Where work to which a Provisional Sum relates has been ordered by the Engineer and has been executed by the Contractor, the work as executed shall be valued in accordance with Clause 58 (Provisional Sums) of the Conditions of Contract.

8. Value Added Tax

Indonesian Value Added Tax (VAT) is payable by the Contractor to the Government on the total cost of the Works prior to VAT. Where the Contract provides for part of the Contract Price to be payable in foreign currency (ies), the Indonesian Rupiah portion of the total cost of the Works prior to VAT is enhanced in the Summary of the Bill of Quantities by the amount of VAT payable on the combined Foreign and Indonesian currency portions. For the purpose of ascertaining the Tender Price the Indonesian Rupiah equivalent of the foreign currency (ies) portion, upon which VAT is calculated, is arrived at by applying the Bank Indonesia T/T selling rate of exchange as at thirty (30) days before the date of Tender Opening.

For the purpose of payments under the Contract, VAT will be calculated on the Bank Indonesia T/T selling rate of exchange applicable on the date each respective payment, adjusted retrospectively where necessary, and the VAT in the final Contract Price shall be the sum of all such incremental VAT payments.

9. Description of Work in the Bill of Quantities

The descriptions of work covered by the respective items are to identify the location and nature of the work, but the exact nature and extent of the works is to be ascertained from the Drawings, Specifications and Conditions of Contract as the case may be, read in conjunction with the method of measurement.

Where references are made in the Bill of Quantities to specific Drawings or parts of the Specifications or Conditions of Contract, unless otherwise stated, such references shall not limit general requirements stated elsewhere in the Contract.

10. Method of Measurement

If a method of measurement is set out in the Technical Specifications or elsewhere in the Contract Documents such method of measurement shall govern as provided for in Clause 56 (2) (Method of Measurement) of the Conditions of Contract.

11. Arithmetic Correction

Errors will be corrected by the Employer for any arithmetic errors in computation or summation as provided for in Clause 15 (3) (Amount of the Tender) of the Instructions to Tenderers. If the cumulative error is more than five (5) percent of the Tender Price, the Tender will be taken to have failed and shall be rejected.

12. Numbering of Items in the Bill of Quantities

The part of the Bill of Quantities are numbered in accordance with the corresponding sections of the Technical Specifications.

The items in each part of the Priced Bill of Quantities shall be read in conjunction with the Measurement and Payment Clauses in the relevant sections of the Specifications.

The application of all of the prices and quantities is not an obligation of the Employer who has the right to omit some of such works or prices as he judges necessary or otherwise in the completion of the Works.

13. Day Work

In accordance with Clause 52 (4) of the Conditions of Contract for the purpose of this Contract, the Contractor shall be paid for work ordered by the Engineer to be executed as Day Work on a time account basis as provided for in the Clause above said.

The unit price for labour entered in the Bill of Quantities shall cover all direct and indirect costs to the Contractor, including but not limited to the amount of wages paid to such labour, transportation, overtime, subsistence allowances to labour, any sums paid for social benefits in accordance with Indonesian Law, the Contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour, small tools and plants, other facilities generally in use, etc.

The unit prices for materials shall be on the basis of the invoiced price, freight, insurance, handling expenses, damage and losses, delivery to the Site, profits and overheads, etc. The quantity of materials paid for will be the net quantity fixed in the works.

The unit rates for the Construction Plant and Equipment shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants and other consumables, all overheads, profit and other administrative costs related to the use of such equipment and the cost of drivers, operators and helpers.

Payment to the Contractor shall be made for the Construction Plant and Equipment only for the actual number of hours the equipment worked the Day Work, except that, where applicable and agreed with the Engineer, the traveling time from the part of the site, where the Construction Plant and Equipment was located when ordered by the Engineer to be deployed, and the time for return journey thereto will be included for payment.

14. Abbreviations

The following abbreviations of units of measurement have been and shall be used in the Bill of Quantities.

m ³	.....	Cubic metre
m ²	.....	Square metre
m	.....	Linear metre
mm	.....	Millimetre
mm ²	.....	Square millimetre
ha	.....	Hectare
kg	.....	Kilogramme
t	.....	Metric tonne/ 1,000 kg
No.	.....	Number
hr	.....	Hour
Rp.	.....	Rupiah (Indonesia Currency)
F.C.	.....	Foreign Currency

Name of Works :
 Package/Contract No.

SUMMARY OF BILL OF QUATITIES

NAME OF TENDERER

PART NUMBER	PART OF WORKS	AMOUNT	
		RUPIAH	F.CURRENCY (IES)*
0/	GENERAL ITEM		
1/	RELOCATION/RECONSTRUCTION OF PUBLIC UTILITIES		
2/	DRAINAGE CHANNEL		
3/	DRAINAGE FACILITIES		
4/	BRIDGE AND ROAD		
SUB-TOTAL		.....	.....
- Rupiah Equivalent of Foreign Cureency (ies) Portion at rate of exchange : 1. (FC) = Rp. *) Rp. - Indonesian Value Added Tax at % on Rupiah Portion on FC Portion *)		.....	.....
TENDER PRICE Carried to Tender		.....	.....

Note :

*) If applicabe according to the provisions in the Particular Instruction to Tenderers

BILL OF QUANTITIES

Part No.: 0/ GENERAL ITEM 1) Sheet of

NAME OF TENDERER

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC 2)	Rp.	FC 2)	
/01	Construction, maintenance and subsequent removal of temporary access roads including temporary bridges to various working areas	L.S.	-					G8.3
/02	Maintenance of existing public roads utilized for construction purpose, including temporary supports to strengthen existing roads, waterways, piers and abutments of bridges, and traffic control	L.S.	-					G8.3
/03	Construction, operation, maintenance and subsequent removal of the Engineer's temporary office	L.S.	-					G8.3
/04	Furnishing of office furniture required for the temporary Engineer's office	P.S.	-			10,105,000		G8.3
/05	Construction, operation, maintenance and subsequent removal of the Contractor's temporary buildings and facilities, including office, staff quarter, labor camps, motor pool, repair shop, warehouses, work shops, guard house, fence, and rental fee of land	L.S.	-					G8.3
/06	Construction, operation, maintenance and subsequent removal of the Contractor's laboratory, including provision of necessary testing instruments and apparatus	L.S.	-					G8.3
/07	Provision of first aid kit boxes in all sites and an ambulance with driver	L.S.	-					G8.3
/08	Installation, operation, maintenance and subsequent removal of temporary water supply system including drainage and sewage systems	L.S.	-					G8.3

BILL OF QUANTITIES

Part No.: 0/ GENERAL ITEM 1) Sheet of

NAME OF TENDERER

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC2)	Rp.	FC2)	
/09	Installation, operation, maintenance and subsequent removal of temporary electric supply system	L.S.	-					G8.3
/10	Installation, operation, maintenance and subsequent removal of temporary telecommunication system connecting with office, work shops and construction sites	L.S.	-					G8.3
/11	Boreholes and exploratory excavation	P.S.	-			5,687,000	-	G8.3
/12	All risk insurance of works for permanent and temporary facilities, and insurance for third parties	L.S.	-					G9.3
/13	Provision of safety equipment and instruments for laborers, and installation, maintenance and subsequent removal of safety instruments and sign boards	L.S.	-					G7.11
/14	Furnishing of survey equipment for the Engineer's use and subsequent hand over it to the Engineer	L.S.	-					G10.2
/15	Furnishing, operation and maintenance of transportation equipment for the Engineer's use and subsequent hand over it to the Engineer	L.S.	-					G8.3
/16	Topographic survey	P.S.	-					G5.3
/17	Site clearance in acquired areas with houses and other buildings	sq.m	159,378					G8.3
TOTAL OF ITEM NO. 0								

Note: 1) Description of unit of works.
 2) If applicable, in Foreign Currency (ies) (FC) According to the requirements in the Particular Instruction to Tenderers.

BILL OF QUANTITIES

Part No.: 2/ DRAINAGE CHANNEL 1) Sheet..... of.....

NAME OF TENDERER

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC2)	Rp.	FC2)	
2.1	Drainage Channel							
/01	Excavation	cu.m	205,452					2.4.5
/02	Demolishing, haling and disposing concrete structures	cu.m	48					2.3.2
/03	Demolishing, haling and disposing asphalt/masonry structures	cu.m	5,133					2.3.2
	Sub-total of Item No. 2.1							
2.2	Levee and Inspection/Relocation Road							
/01	Coffering and care of water including dewatering	L.S.	-					1.8.1
/02	Stripping, grubbing and clearing	sq.m	37,097					2.2.2
/03	Excavation	cu.m	20,949					2.4.5
/04	Embankment	cu.m	30,812					2.10.8
/05	Filling-up by random material	sq.m	1,146					2.13.2
/06	Geo-textile, $t=1.5$ mm	sq.m	30,988					10.11.3
/07	Sod facing	sq.m	11,518					2.16.2
/08	Gabion mattress, 3.0x1.5x0.5m, PVC coated wire	cu.m	22,911					10.3.3
/09	Sub-base course	cu.m	3,563					7.7.3
/10	Base-course	cu.m	2,672					7.7.3
/11	Asphalt pavement	sq.m	17,794					7.9.4

BILL OF QUANTITIES

Part No.: 2/ DRAINAGE CHANNEL¹⁾ Sheet of

NAME OF TENDERER

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC 2)	Rp.	FC 2)	
	Sub-total of Item No. 2.2							
2.3	Concrete Parapet Wall							
/01	Excavation for footing of parapet wall	cu.m	1,616					2.4.5
/02	Backfilling with selected material	cu.m	726					2.12.4
/03	Gabion mattress, 3.0x1.5x0.5 m, PVC coated wire	cu.m	288					10.3.3
/04	Furnishing steel sheet pile, YSPF, W= 400 mm	sq.m	1,726					4.5.3
/05	Driving steel sheet pile, for Item No. 2.3/04	sq.m	1,726					4.5.3
/06	Furnishing RC piles, 250 x 250 mm	lin.m	3,684					4.4.7
/07	Driving RC piles, for Item No. 2.3/06	lin.m	3,684					4.4.7
/08	Concrete, type 4, for footing and wall	cu.m	707					3.14.1
/09	Concrete, type 5, for leveling	cu.m	114					3.14.1
/10	Form, type F1, for Item No. 2.3/08	sq.m	381					3.14.2
/11	Form, type F2, for Item No. 2.3/08	sq.m	1,427					3.14.2
/12	Reinforcing bars, for Item No.2.3/08	kg	56,450					3.14.3
/13	PVC waterstop, W = 200 mm	lin.m	1,955					3.14.4
/14	Rubber joint filler, t=10 mm	sq.m	2					3.14.4
/15	Bitumen coating	sq.m	119					3.14.4

BILL OF QUANTITIES

Part No.: 2/ DRAINAGE CHANNEL 1)

Sheet of

NAME OF TENDERER.....

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC2)	Rp.	FC2)	
/16	Furnishing and installing trap Sub-total of Item No. 2.3	kg	187					9.12
2.4	Heightening of Existing Masonry Revetment							
/01	Wet rubble masonry, type 1 Sub-total Item No. 2.4	cu.m	88					10.2.7
2.5	Masonry Revetment, Type 1							
/01	Coffering and care of water including dewatering	L.S.	-					1.8.1
/02	Excavation	cu.m	15,552					2.4.5
/03	Backfilling	cu.m	1,281					2.12.4
/04	Geo-textile, t=1.5 mm	sq.m	198					10.11.3
/05	Gravel bedding	cu.m	1,983					3.15.2
/06	Rubble filling	cu.m	753					10.8.1
/07	Wet rubble masonry, type 1	cu.m	4,035					10.2.7
/08	Gabion mattress, 3.0x1.5x0.5 m, PVC coated wire	cu.m	5,276					10.3.3
/09	PVC pipe for weep hole, diam. 50 mm	lin.m	1,236					10.5.4
/10	Furnishing and driving wooden piles, diam. 15-18 cm	lin.m	5,322					4.6.3
/11	Concrete, type 4, for foundation	cu.m	881					3.14.1

BILL OF QUANTITIES

Part No.: 2/ DRAINAGE CHANNEL¹⁾ Sheet..... of.....

NAME OF TENDERER

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC 2)	Rp.	FC 2)	
/12	Concrete, type 5, for leveling	cu.m	350					3.14.1
/13	Form, type F1, for Item No. 2.6/11	sq.m	4,458					3.14.2
/14	Reinforcing bars, for Item No.2.6/11	kg	35,021					3.14.3
/15	Rubber joint filler, t=10 mm	sq.m	686					3.14.4
	Sub-total of Item No. 2.5							
2.6	Masonry Revetment, Type II							
/01	Coffering and care of water including dewatering	L.S.	-					1.8.1
/02	Excavation	cu.m	12,695					2.4.5
/03	Backfilling	cu.m	1,129					2.12.4
/04	Geo-textile, t=1.5 mm	sq.m	197					10.11.3
/05	Gravel bedding	cu.m	1,346					3.15.2
/06	Rubble filling	cu.m	688					10.8.1
/07	Wet rubble masonry, type 1	cu.m	5,252					10.2.7
/08	Gabion mattress, 3.0x1.5x0.5 m, PVC coated wire	cu.m	4,831					10.3.3
/09	PVC pipe for weep hole, diam. 50 mm	lin.m	1,231					10.5.4
/10	Furnishing and driving wooden piles, diam. 15-18 cm	lin.m	4,857					4.6.3
/11	Concrete, type 4, for foundation	cu.m	802					3.14.1

BILL OF QUANTITIES

Part No. : 2/ DRAINAGE CHANNEL 1) Sheet of

NAME OF TENDERER

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC 2)	Rp.	FC 2)	
/12	Concrete, type 5, for leveling	cu.m	323					3.14.1
/13	Form, type F1, for Item No. 2.6/11	sq.m	4,116					3.14.2
/14	Reinforcing bars, for Item No.2.6/11	kg	32,003					3.14.3
/15	Rubber joint filler, t=10 mm	sq.m	882					3.14.4
	Sub-total of Item No. 2.6							
2.7	Concrete Ditch and Culvert							
/01	Coffering and care of water including dewatering	L.S.	-					1.8.1
/02	Excavation of channel including trench cut	cu.m	2,589					2.4.5
/03	Rubble bedding	cu.m	328					3.15.2
/04	Geo-textile, t=1.5 mm	sq.m	27					10.11.3
/05	Backfilling	cu.m	1,187					2.12.4
/06	Gravel filter	cu.m	8					10.7.4
/07	PVC pipe for weep hole, diam. 50 mm	lin.m	118					10.5.4
/08	Gabion mattress, 3.0x1.5x0.5 m, PVC coated wire	cu.m	664					10.3.3
/09	Concrete, type 4, for ditch and culvert	cu.m	915					3.14.1
/10	Concrete, type 5, for leveling	cu.m	142					3.14.1
/11	Form, type F1, for Item No. 2.7/09	sq.m	1,640					3.14.2

BILL OF QUANTITIES

Part No. : 2/ DRAINAGE CHANNEL ¹⁾ Sheet of

NAME OF TENDERER

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC 2)	Rp.	FC 2)	
/12	Form, type F2, for Item No. 2.7/09	sq.m	1,225					3.14.2
/13	Reinforcing bars, for Item No. 2.7/09	kg	54,893					3.14.3
/14	PVC waterstop, W = 200 mm	lin.m	320					3.14.4
/15	Joint bar, diam. 25 mm, L=1 m	nos.	392					3.14.4
/16	Bitumen coating	sq.m	33					3.14.4
	Sub-total of Item No. 2.7							
	TOTAL OF ITEM NO. 2							

- Note: 1) Description of unit of works
 2) If applicable, in Foreign Currency (ies) (FC) According to the requirements in the Particular Instruction to Tenderers.

BILL OF QUANTITIES

Part No.: 3/ DRAINAGE FACILITIES 1)

Sheet of

NAME OF TENDERER

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC2)	Rp.	FC2)	
3.1	Sluiceway							
/01	Coffering and care of water including dewatering	L.S.	-					1.8.1
/02	Excavation including trench cut	cu.m	2,493					2.4.5
/03	Backfilling with selected materials	cu.m	614					2.12.4
/04	Geo-textile, t=1.5 mm	sq.m	23					10.11.3
/05	Gravel bedding	cu.m	157					3.15.2
/06	Rubble filling	cu.m	41					10.8.1
/07	Wet rubble masonry, type 2	cu.m	334					10.2.7
/08	Gabion mattress, 3.0x1.5x0.5 m, PVC coated wire	cu.m	277					10.3.3
/09	PVC pipe for weep hole, diam. 50 mm	lin.m	37					10.5.4
/10	Bitumen coating	sq.m	4					3.14.4
/11	Furnishing steel sheet pile, YSPF, W = 400 mm	sq.m	354					4.5.3
/12	Driving of steel sheet pile, for Item No. 3.1/11	sq.m	354					4.5.3
/13	Furnishing RC piles, 250 mm x 250 mm	lin.m	1,703					4.4.7
/14	Driving RC piles, for Item No. 3.1/13	lin.m	1,703					4.4.7
/15	Concrete, type 3, for blockout concrete	cu.m	24					3.14.1
/16	Concrete, type 4, for sluiceway structures and revetment	cu.m	377					3.14.1

BILL OF QUANTITIES

Part No.: 3/ DRAINAGE FACILITIES¹⁾ Sheet of

NAME OF TENDERER

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC2)	Rp.	FC2)	
/17	Concrete, type S, for leveling	cu.m	57					3.14.1
/18	Base mortar	cu.m	84					3.14.1
/19	Form, type F1, for Item Nos. 3.1/15 and 3.1/16	sq.m	1,944					3.14.2
/20	Form, type F2, for Item Nos. 3.1/15 and 3.1/16	sq.m	474					3.14.2
/21	Reinforcing bars, for Item Nos. 3.1/15 and 3.1/16	kg	44,216					3.14.3
/22	Joint bars, diam. 25 mm, L=1m	nos.	10					3.14.4
/23	PVC waterstop, W= 200 mm	lin.m	10					3.14.4
/24	Rubber joint filler, t = 10mm	sq.m	45					3.14.4
/25	Steel slide gate including hoist, guide frame, accessories and spare parts, W = 0.7 m x H = 0.7 m	set	1					8.3.10
/26	Steel slide gate including hoist, guide frame, accessories and spare parts, W = 0.8 m x H = 0.8 m	set	7					8.3.10
/27	Steel slide gate including hoist, guide frame, accessories and spare parts, W = 0.9 m x H = 0.9 m	set	1					8.3.10
/28	Steel slide gate including hoist, guide frame, accessories and spare parts, W = 1.0 m x H = 1.0 m	set	4					8.3.10
/29	Steel slide gate including hoist, guide frame, accessories and spare parts, W = 1.1 m x H = 1.1 m	set	3					8.3.10
/30	Steel slide gate including hoist, guide frame, accessories and spare parts, W = 1.2 m x H = 1.2 m	set	2					8.3.10

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Part No.: 3/ DRAINAGE FACILITIES 1) Sheet..... of.....

NAME OF TENDERER

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC2)	Rp.	FC2)	
/31	Steel slide gate including hoist, guide frame, accessories and spare parts, W = 1.3 m x H = 1.3 m	set	1					8.3.10
/32	Steel slide gate including hoist, guide frame, accessories and spare parts, W = 1.5 m x H = 1.3 m	set	1					8.3.10
/33	Steel flap gate including guide frame, accessories and spare parts, W = 0.4 m x H = 0.4 m	set	4					8.4.8
/34	Timber stoplog, W = 0.4 m x H = 0.4 m	set	1					8.5.10
/35	Timber stoplog, W = 0.7 m x H = 0.7 m	set	1					8.5.10
/36	Timber stoplog, W = 0.8 m x H = 0.8 m	set	1					8.5.10
/37	Timber stoplog, W = 0.9 m x H = 0.9 m	set	1					8.5.10
/38	Timber stoplog, W = 1.0 m x H = 1.0 m	set	1					8.5.10
/39	Timber stoplog, W = 1.1 m x H = 1.1 m	set	1					8.5.10
/40	Timber stoplog, W = 1.2 m x H = 1.2 m	set	1					8.5.10
/41	Timber stoplog, W = 1.3 m x H = 1.3 m	set	1					8.5.10
/42	Timber stoplog, W = 1.5 m x H = 1.3 m	set	1					8.5.10
/43	Maintenance tool for gate, stoplog and hoist	set	2					8.5.10
	Sub-total of Item No. 3.1							
3.2	Connection Canal/Cross Drain							
/01	Coffering and care of water including dewatering	L.S.	-					1.8.1

BILL OF QUANTITIES

Part No.: 3/ DRAINAGE FACILITIES 1) Sheet of

NAME OF TENDERER

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC 2)	Rp.	FC 2)	
/02	Trench excavation	cu.m	2,064					2.4.5
/03	Backfilling with excavated materials	cu.m	423					2.12.4
/04	Geo-textile, t=1.5 mm	sq.m	142					10.11.3
/05	Gravel bedding	cu.m	365					3.15.2
/06	Concrete, type 4, for slab, strut and facing concrete of wet rubble masonry	cu.m	18					3.14.1
/07	Concrete, type 5, for leveling	cu.m	5					3.14.1
/08	Form, type F2, for Item No. 3.2/06	sq.m	95					3.14.2
/09	Reinforcing bars, for Item No. 3.2/06	kg	963					3.14.3
/10	Rubber joint filler, t = 10 mm	sq.m	6					3.14.4
/11	Precast concrete culvert, 400x400mm	lin.m	46					3.16.4
/12	Precast concrete side ditch, U-type, 400x400mm	lin.m	7,556					3.16.4
/13	Precast concrete side ditch, U-type, 300x300mm	lin.m	825					3.16.4
	Sub-total of Item No. 3.2							
TOTAL OF ITEM NO. 3								

- Note:** 1) Description of unit of works
 2) If applicable, in Foreign Currency (ies) (FC) According to the requirements in the Particular Instruction to Tenderers.

BILL OF QUANTITIES

Part No. : 4/ BRIDGE AND ROAD ¹⁾ Sheet of

NAME OF TENDERER

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC 2)	Rp.	FC 2)	
4.1	Demolition of Existing Bridge and Revetments							
/01	Coffering and care of water including dewatering	L.S.	-					1.8.1
/02	Demolishing, hauling and disposing concrete structures	cu.m	313					2.3.2
/03	Demolishing, hauling and disposing asphalt/masonry structures	cu.m	843					2.3.2
	Sub-total of Item 4.1							
4.2	Foundation and Substructure							
/01	Furnishing and driving test PC pile, 350 mm, A type, L = 10 m	nos.	1					4.4.7
/02	Furnishing and driving test PC pile, 350 mm, A type, L = 11 m	nos.	4					4.4.7
/03	Furnishing and driving test PC pile, 350 mm, A type, L = 12 m	nos.	8					4.4.7
/04	Furnishing and driving test PC pile, 350 mm, A type, L = 13 m	nos.	7					4.4.7
/05	Furnishing and driving test PC pile, 350 mm, A type, L = 14 m	nos.	1					4.4.7
/06	Furnishing and driving test PC pile, 350 mm, A type, L = 15 m	nos.	1					4.4.7
/07	Furnishing and driving test PC pile, 350 mm, A type, L = 18 m	nos.	2					4.4.7
/08	Furnishing and driving test PC pile, 350 mm, B type, L = 18 m	nos.	2					4.4.7
/09	Furnishing PC pile, 350 mm, A type, L = 10 m	nos.	7					4.4.7
/10	Driving PC piles, for Item No. 4.2/09	lin.m	50					4.4.7
/11	Furnishing PC pile, 350 mm, A type, L = 11 m	nos.	36					4.4.7

BILL OF QUANTITIES

Part No. : 4/ BRIDGE AND ROAD '1' Sheet..... of.....

NAME OF TENDERER.....

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC 2)	Rp.	FC 2)	
/12	Driving PC piles, for Item No. 4.2/11	lin.m	306					4.4.7
/13	Furnishing PC pile, 350 mm, A type, L = 12 m	nos.	78					4.4.7
/14	Driving PC piles, for Item No. 4.2/13	lin.m	771					4.4.7
/15	Furnishing PC pile, 350 mm, A type, L = 13 m	nos.	45					4.4.7
/16	Driving PC piles, for Item No. 4.2/15	lin.m	488					4.4.7
/17	Furnishing PC pile, 350 mm, A type, L = 14 m	nos.	15					4.4.7
/18	Driving PC piles, for Item No. 4.2/17	lin.m	180					4.4.7
/19	Furnishing PC pile, 350 mm, A type, L = 15 m	nos.	7					4.4.7
/20	Driving PC piles, for Item No. 4.2/19	lin.m	85					4.4.7
/21	Furnishing PC pile, 350 mm, A type, L = 18 m	nos.	24					4.4.7
/22	Driving PC piles, for Item No. 4.2/21	lin.m	369					4.4.7
/23	Furnishing PC pile, 350 mm, B type, L = 12 m	nos.	56					4.4.7
/24	Driving PC piles, for Item No. 4.2/23	lin.m	536					4.4.7
/25	Furnishing PC pile, 350 mm, B type, L = 13 m	nos.	26					4.4.7
/26	Driving PC piles, for Item No. 4.2/25	lin.m	247					4.4.7
/27	Furnishing PC pile, 350 mm, B type, L = 18 m	nos.	4					4.4.7
/28	Driving PC piles, for Item No. 4.2/27	lin.m	58					4.4.7

BILL OF QUANTITIES

Part No.: 4/ BRIDGE AND ROAD 1)

Sheet of

NAME OF TENDERER

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC 2)	Rp.	FC 2)	
/29	Furnishing PC pile, 400 mm, B type, L = 11 m	nos.	8					4.4.7
/30	Driving PC piles, for Item No. 4.2/29	lin.m	60					4.4.7
/31	Furnishing PC pile, 400 mm, B type, L = 12 m	nos.	20					4.4.7
/32	Driving PC piles, for Item No. 4.2/31	lin.m	170					4.4.7
/33	Furnishing PC pile, 400 mm, B type, L = 14	nos.	24					4.4.7
/34	Driving PC piles, for Item No. 4.2/33	lin.m	252					4.4.7
/35	Concrete, type 2, for bridge slab, pier and abutment	cu.m	564					3.14.1
/36	Concrete, type 5, for leveling, t = 10 cm	cu.m	31					3.14.1
/37	Form, type F1, for Item Nos. 4.2/35 and 4.2/36	sq.m	1,201					3.14.2
/38	Reinforcing bars, for Item No. 4.2/35	kg	54,812					3.14.3
	Sub-total of Item No. 4.2							
4.3	Superstructure							
/01	Furnish and erection of PC girder, H = 400 mm, L = 7.3 m, BM-70	pc.	64					6.5.1
/02	Furnish and erection of PC girder, H = 450 mm, L = 8.4 m, BM-70	pc.	120					6.5.1
/03	Furnish and erection of PC girder, H = 450 mm, L = 10.5 m, BM-70	pc.	18					6.5.1
/04	Furnish and erection of PC girder, H = 450 mm, L = 11.9 m, BM-70	pc.	72					6.5.1
/05	Furnish and erection of PC girder, H = 500 mm, L = 13.35 m, BM-70	pc.	36					6.5.1

BILL OF QUANTITIES

Part No. : 4/ BRIDGE AND ROAD 1) Sheet..... of.....

NAME OF TENDERER.....

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC 2)	Rp.	FC 2)	
/06	Furnish and erection of PC girder, H = 500 mm, L = 14.15 m, BM-70	pc.	48					6.5.1
/07	Furnish and erection of PC girder, H = 550 mm, L = 14.9 m, BM-100	pc.	18					6.5.1
/08	Furnish and erection of PC girder, H = 500 mm, L = 12.9 m, BM-100	pc.	18					6.5.1
/09	Furnish and erection of PC girder, H = 350 mm, L = 7.3 m, P	pc.	12					6.5.1
/10	Furnish and erection of PC girder, H = 350 mm, L = 8.4 m, P	pc.	6					6.5.1
/11	Furnish and erection of PC girder, H = 450 mm, L = 13.1 m, P	pc.	9					6.5.1
/12	PC tendon and ancillary materials	lin.m	5,255					6.5.1
/13	Concrete, type 2, for lateral girder, side wall and in-situ slab	cu.m	539					3.14.1
/14	Concrete, type 4, for sidewalk	cu.m	73					3.14.1
/15	Form, type F1, for Item Nos. 4.3/13 and 4.3/14	sq.m	2,781					3.14.2
/16	Reinforcing bars, for Item No. 4.3/13 and 4.3/14	kg	16,237					3.14.3
/17	Curb stone	lin.m	332					3.16.4
/18	Rubber bearing pad, t=33 mm, W= 150 mm	lin.m	629					6.5.4
/19	Non-shrink mortar with grid bars, for shoe base	lit.	7,860					6.5.1
/20	Anchoring in fixed bearing shoe	nos.	359					3.14.4
/21	Anchoring in movable bearing shoe	nos.	359					3.14.4
/22	Guard pipe for road bridge, H=0.4 m	lin.m	931					6.5.5

BILL OF QUANTITIES

Part No. : 4/ BRIDGE AND ROAD ¹⁾ Sheet..... of.....

NAME OF TENDERER.....

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC 2)	Rp.	FC 2)	
/23	Guard pipe for pedestrian bridge, H=1.0 m	lin.m	311					6.5.5
/24	Drain pipe (D=100mm, L=84 cm) with cap (300 x 150 mm)	nos.	60					5.6.3
/25	Drain pipe, D=75mm, L=70 cm	nos.	124					5.6.3
/26	Drain pipe, D=75mm, L=40 cm	nos.	36					5.6.3
/27	Expansion joint, for road bridge	lin.m	420					6.5.3
/28	Expansion joint, for pedestrian and in-situ slab bridges	lin.m	53					6.5.3
/29	Asphalt pavement	sq.m	225					7.9.4
	Sub-total of Item No. 4.3							
4.4	Approach Road							
/01	Removal of existing asphalt/base pavement	sq.m	15,745					2.3.2
/02	Excavation	cu.m	3,025					2.4.5
/03	Backfilling	cu.m	2,254					2.12.4
/04	Wet rubble masonry for slope protection	cu.m	104					10.2.7
/05	Concrete, type 3, for approach step	cu.m	52					3.14.1
/06	Concrete, type 4, for side wall	cu.m	2,742					3.14.1
/07	Concrete, type 5, for foundation concrete	cu.m	1,006					3.14.1
/08	Form, type F1, for Item Nos. 4.4/05 and 4.4/06	sq.m	14,454					3.14.2

BILL OF QUANTITIES

Part No.: 4 BRIDGE AND ROAD 1) Sheet of

NAME OF TENDERER

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE		AMOUNT		REFERENCE CLAUSE/ DRAWINGS
				Rp.	FC 2)	Rp.	FC 2)	
/09	Form, type F2, for Item Nos. 4.4/05 to 4.4/07	sq.m	2,531					3.14.2
/10	Reinforcing bars, for Item Nos. 4.4/05 and 4.4/06	kg	5,720					3.14.3
/11	Precast concrete drain block, type 5a	nos.	3,697					3.16.4
/12	Precast concrete side ditch, 300 x 300 mm	lin.m	6,989					3.16.4
/13	Embankment, sub-grade	cu.m	5,012					7.6.4
/14	Sub-base course	cu.m	2,709					7.7.3
/15	Base course	cu.m	2,035					7.7.3
/16	Asphalt pavement	sq.m	685					7.9.4
/17	Guardrail	lin.m	158					7.10
	Sub-total of Item 4.4							
	TOTAL OF ITEM NO. 4							

Note: 1) Description of unit of works
 2) If applicable, in Foreign Currency (ies) (FC) According to the requirements in the Particular Instruction to Tenderers.

VII. FORM OF CONTRACT AGREEMENT

VII. FORM OF CONTRACT AGREEMENT

PROJECT : URBAN DRAINAGE PROJECT IN THE CITY OF JAKARTA 1)
PACKAGE - 1 KAMAL DRAINAGE CHANNEL
CONTRACT (FUND) : 2)
Contract No. 3)
Dated

CONTRACT AGREEMENT

This Contract Agreement (hereinafter together with all Appendices attached hereto and forming an integral part hereof, called the "Agreement") dated

between

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA (hereinafter called the "Employer") as represented by The PROJECT DIRECTOR, URBAN DRAINAGE PROJECT IN THE CITY OF JAKARTA, DIRECTORATE GENERAL OF HUMAN SETTLEMENTS, MINISTRY OF PUBLIC WORKS4)

and

..... 5)
duly organized and existing under and by virtue of the laws of

(hereinafter referred to as the "Contractor") for Urban Drainage Project (Package - 1 Kamal Drainage Channel 6)

NOW THEREFORE it is hereby agreed by and between the parties hereto as follows :

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The Contractor shall execute, complete and repair the Works namely :
PROJECT : URBAN DRAINAGE PROJECT IN THE CITY OF JAKARTA 1)
Package - 1 Kamal Drainage Channel
Contract No.

in accordance with this Agreement and the Contract Documents as hereinafter defined. The Time for Completion from the receipt of the Notice to Proceed/Commencement Date shall be days, and the Defects Liability Period shall be days.

3. The Contract Documents as prescribed hereunder shall be deemed to form and be read and construed as part of this Agreement namely :

VOLUME ONE

I. This Contract Agreement *Including Schedules and Attachments named in Article 8 below and attached hereto.*

II. Letter of Acceptance, *including any agreed documents referred to herein or attachments hereto.*

III. Tender and the following Appendices thereto :

- 1) Summary of Specific Provisions
- 2) General Time Schedule
- 3) Unit Price Analysis and Basic Prices
- 4) Enclosures listed at Appendix 4 7)

IV. The Priced Bill of Quantities

V. Addenda Nos. 8)

VI. Annexes :

- 1) Performance Security
- 2) *Power of Attorney*
- 3) 9)

VOLUME TWO

I. General Conditions of Contract

II. Special Conditions of Contract

VOLUME THREE

I. General Specifications

II. Technical Specifications

VOLUME FOUR

The Drawings

Any document forming a part of the Contract Documents which bears a letter date shall prevail over documents of an earlier date in the same Contract Documents.

4. The terms , conditions and requirements of the Contract Documents shall prevail except any which are expressly modified or altered by this Agreement.
5. (a) The Contractor, subject to the provisions of the Contract shall :

Execute, complete and repair the Works with due care and diligence by providing all labour including supervision thereof, Construction Plant and Equipment, transport to or from the Site and in or about the Works and all other things whether of a permanent or temporary nature required for such execution, completion and repair as specified in or reasonably to be inferred from the Contract.
- (b) Except as legally or physically impossible, the Works shall be executed, completed and repaired in strict accordance with the Contract until accepted by the Engineer after consultation with the Employer.
6. The Employer shall :
 - (a) Provide the Contractor with access to and use of, all land and premises to the extent as indicated on the Drawings and in the Contract Documents.
 - (b) Pay the Contractor the Contract Price for the execution, completion and repair of the Works as measured and determined on the basis of the unit and lump sum prices set forth in the Bill of Quantities at the times and in the manner prescribed in the Contract Documents or at such prices as may otherwise be determined under the terms of the Contract.

7. The Contract Price obtained from prices and the estimated quantities of work as indicated in the Bill of Quantities, subject to such additions thereto or deductions therefrom as may be made under the provision of the Contract, consists of :

Local Currency, Rupiah10)

(Rp.)11)

plus Foreign Currency (ies)

.....10)

(.....)11)

plus Government Taxes VAT/PPN at Ten (10) Percent of Local and Foreign Currencies, Rupiah 10)

(Rp.)11)

and which, unless otherwise agreed, shall not be exceeded, consists of :

.....10)

.....11)

plus Foreign Currency (ies)

.....10)

.....11)

8. This Contract Agreement shall include and shall be read and construed in conjunction with :

(a) The Schedules and Attachments, if any, named hereunder and attached hereto :

(i)

(ii)

(iii)

(b) The particular provisions, if any, set out below additional to or amending matters provided for in the Contract Documents :

(i)

(ii)

(iii)

9. This Contract Agreement shall be in force on the date that it is executed between the parties, subject to the proviso that the Contract shall become effective only upon the approval by the competent authorities of the Government and the Financing Agency.

The Notice to Proceed will be issued only after the Contract has become effective. The Time for Completion of the whole of the Works shall commence from the date of receipt of the Notice to Proceed (Commencement Date).

10. This Contract Agreement shall extend to and be binding upon the parties hereto, their executors, successors and permitted assigns, who shall jointly and severally be entitled to the benefits of this Contract.
11. (a) That where there is any discrepancy between the Contract Documents, they shall govern each other in the following order :
 - (1) Addendum/ Amendment, if any ;
 - (2) This Contract Agreement ;
 - (3) Special Conditions of Contract;
 - (4) General Conditions of Contract;
 - (5) Drawings;
 - (6) Technical Specifications;
 - (7) General Specifications;
 - (8) Invitation to Tender ;
 - (9) Instructions to Tenderers;
 - (10) Form of Tender with Appendices ; and
 - (11) Bill of Quantities.

In the Drawings, dimensions in figures shall govern dimensions of scale.

- (b) For the purpose of this Contract, the parties agree to waive Clause 1266 of the Indonesian Civil Law (Kitab Undang-undang Hukum Perdata).
12. Except as otherwise provided for in the Contract or agreed between the parties the addresses to which certificates, notices, orders and requests for the respective parties shall be delivered are :

For the Employer :

Directorate General of Human Settlements,
Ministry of Public Works,
Jalan Raden Patah I/1, Jakarta Selatan (12110)
Cable address : 021 - 7262805
Telex/fax address : 021 - 7260769

13)

For the Engineer :

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

14)

Urban Drainage Project Executing Agency,
Jalan Taman Jatibaru No. 1, Jakarta Pusat (10260)

Cable address : 021 - 3846608

Telex/fax address : 021 - 3860690

IN WITNESS WHEREOF, the parties hereto have caused this Contract Agreement to be signed in their respective names and delivered at the principal office of the Employer as of the day and year first hereinabove written.

For and on behalf of :

..... 5) Government of the Republic of Indonesia
by 15) by 16)

GUIDE FOR FILLING

- 1) = Name of Project
- 2) = Identification Number from the Financing Agency
- 3) = Name and Number of Package/Contract implemented
- 4) = Name of Employer's Representative
- 5) = Name of Contractor
- 6) = Name of Works
- 7) = Other Appendices determined to become part of the Contract
- 8) = Only Addenda having Contractual significance shall be listed
- 9) = Any other required Annexes
- 10) = Amount in words
- 11) = Amount in Figures
- 12) = English or Indonesian as stated in Appendix 1 to the Tender
- 13) = Name and Address of Agency of the Employer's Representative
- 14) = Name and Address of the Engineer
- 15) = Authorised Representative of the Contractor
- 16) = Authorised Representative of the Employer

Remarks :

Sentences, parts of Sentences, phrases or words printed in italics are intended for the guidance of the person drawing up the Contract Agreement.

They should be appropriately added to, deleted or amended as required.

The Contract Agreement as finally issued will be in upright type and should include only those matters relevant to the specific Contract.

VIII. SPECIMENS OF SECURITIES

FORM OF TENDER GUARANTEE
(BANK GUARANTEE)

1. WHEREAS 1)
..... 1)
(hereinafter called the "Employer") has invited :
..... 2)
..... 3)
(hereinafter called the "Tenderer ")to tender for 4)

2. AND WHEREAS the Tenderer is bound by the Instructions to Tenderers, for the above mentioned Works, to provide to the Employer a Tender Guarantee in the amount of 5) (say)

3. NOW WE THE UNDERWRITERS, responsible and representative of 6)
..... 6)
having our registered office at :
..... 7)
(hereinafter called the "Bank"), and fully authorized to sign and to incur obligations in the name of the Bank, hereby declare that the Bank guarantees the Employer the full aforesaid amount as the Tender Guarantee of the Tenderer submitting a Tender for the above mentioned Works dated 8)

4. THE CONDITIONS of this obligation are :
 - 4.1 In the event that the Tenderer withdraws said Tender before the expiration of the validity period of the Tender, or

 - 4.2 When the Tender is accepted within the validity period of the Tender and the Tenderer fails or refuses :
 - a) to furnish the required Performance Guarantee, or
 - b) to sign the Contract, or
 - c) to execute such further contractual document as may be required by the terms of Tender,

the Bank shall deliver the full amount to the Employer, upon the Employer's first demand without delay and notwithstanding any objections of the Tenderer the aforesaid amount.

5. This Guarantee shall remain valid in full force and effect for a period of9)(.....) calendar days form the time and date of Tender Opening, or such extension of the tender validity period as may be granted by the Tenderer in writing to the Employer, notice of which extension to the Bank being hereby waived.
6. Any demand in respect hereof should reach the Bank not later than10) (.....) days after this Bank Guarantee expiry date mentioned in item 5.
7. With reference to Clause 1832 of the Indonesian Civil Law (Kitab Undang-undang Hukum Perdata), the Bank shall relinquish the special right of claim on assets belonging to the Tenderer and for the seizure and sale of such assets for the discharge of his debts as required in Clause 1831 of the Indonesian Civil Law.

As a declaration of good faith of this Guarantee, we the underwriters, the legal representative of the Bank hereby sign and seal this Guarantee on the date of.....

.....

BANK SEAL

(Witness)

(Guarantor)

NOTE :

- 1) = Name of the Employer
- 2) = Name of the Tenderer
- 3) = Address of the Tenderer
- 4) = Brief description of the Works
- 5) = The amount of Guarantee in Rupiahs and/ or other currency (ies) as specified in the Documents for Tendering
- 6) = Name of the Bank
- 7) = Address of the Bank
- 8) = The date of the Tender
- 9) = Number of days not less than the validity period specified in the Documents for Tendering

-
- 10) = Besarnya tergantung kepada jangka waktu berlakunya Penawaran dan berlakunya Jaminan Penawaran

A number subject to the validity period of the Tender and the validity period of the Tender Guarantee.

FORM OF TENDER SECURITY
(BOND)

Bond No. : Amount : 1)
KNOW ALL MEN BY THESE PRESENTS, that we..... 2)

as Tenderer, hereinafter called "the Principal" and 3) as Surety, hereinafter
called "the Surety", are held and firmly bound unto.....

..... 4)
as Employer, hereinafter called "the Oblige", in the amount of.....

..... 1) (say :)
for the payment of which sum, well and truly to be made, we the Principal and the Surety
bind ourselves, our successors and assignees, jointly and severally, firmly by this presents

that if the Principal fails to fulfill his obligation as specified in the Documents for
Tendering for.....

for which the tender is to be held by the Oblige on..... 6)

NOW, THEREFORE, the conditions of this obligation are :

- (1) If the Principal withdraws his tender during the period of tender validity specified in the Form of Tender, or
- (2) If the Principal, having been notified of the acceptance of his Tender by the Oblige during the period of Tender validity :
 - (a) fails or refuses to execute the Form of Contract Agreement in accordance with the Instructions to Tenderers, if required ; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instruction to Tenderers

Then this obligation shall remain in full force and effect as from up to
..... , otherwise it shall be null and void.

Any claim on this Bond as a result of the default by the Principal from the Documents for Tendering shall be made in written application by the Oblige promptly after such default arises, but not later than 3 (three) months after the Bond expires.

The Surety shall pay to the Oblige the full amount of this Tender Bond within 30 (thirty) calendar day after having received a written claim on the Oblige's Decree concerning the default by the Principal.

With reference to Clause 1832 of the Indonesian Civil Law (Kitab Undang-undang Hukum Perdata) herewith reaffirm that the Surety shall relinquish the special rights of claim on assets belonging to the Principal and for seizure and sale of such assets for the discharge of his debts as required in Clause 1831 of the Indonesian Civil Law.

Signed and sealed in dated

Principal,

Surety,

(.....)

(.....)

NOTE :

- 1) = Amount of the Bond in Rupiahs and/or other currency (ies) as specified in the Documents for Tendering.
- 2) = Name and address of the Tenderer
- 3) = Name and address of the Insurance or Bonding Company
- 4) = Name of the Employer
- 5) = Brief description of the Works
- 6) = Date of the Tender

**FORM OF PERFORMANCE SECURITY
(BANK GUARANTEE)**

1. WHEREAS 1)
..... 1)
(hereinafter called the "Employer") has provided the Contract to : 2)
..... 3)
(hereinafter called the "Contractor") to tender for 4)

2. AND WHEREAS the Contractor is bound by the Contract, to provide to the Employer a Performance Security in the amount of 5) (say)

3. NOW WE THE UNDERWRITERS, responsible and representative of 6)
..... 6)
having our registered office at : 7)
..... 7)
(hereinafter called the "Bank"), and fully authorized to sign and to incur obligations in the name of the Bank, hereby declare that the Bank Guarantees the Employer the full aforesaid amount of 8)
(say)
same as 9) (.....)
the percentage from the Contract Price for the above.

4. THE CONDITIONS of this obligation are :
 - 4.1 After the Contractor a sign the Contract above with Employer, so Bank shall be pay a lot of money to the Employer upto the total mentioned above it for indemnify to the Employer about the shortcoming of the Contractor during Construction of Works.

 - 4.2 The Bank shall deliver the money required by the Employer upon the Employer's first demand without the necessity of a previous notice of judicial or administrative procedure and without it being necessary to prove to the Bank the shortcoming of the contractor.

5. This Guarantee shall remain from the date of Contract sign upto 10)
(.....) day after the date Certificate for the second Submission of Works under the Contract or the Employer given the instruction to the Bank said that this Guarantee expires.

6. The Bank undertakes to extend the validity of this Guarantee under the same conditions as aforementioned to any and all modifications, alterations, variations and extensions of time of the Contract as they may hereafter be made in accordance with the provisions of the Contract, The bank agrees to waive consent and notification of such modifications, alterations, variations and extension of time of the Contract.
7. With reference to Clause 1832 of the Indonesian Civil Law (Kitab Undang-undang Hukum Perdata), the Bank shall relinquish the special right of claim on assets belonging to the Tenderer and for the seizure and sale of such assets for the discharge of his debts as required in Clause 1831 of the Indonesian Civil Law.

As a declaration of good faith of this Guarantee, we the underwriters, the legal representative of the Bank, hereby sign and seal this Guarantee on the date of

BANK SEAL

(Witness)

(Guarantor)

NOTE :

- 1) = Name of the Employer
- 2) = Name of the Contractor
- 3) = Address of the Contractor
- 4) = Name and Brief description of the Works
- 5) = Percentage as mentioned in Appendix 1 to the Tender (Summary of Specific Provisions)
- 6) = Name of the Bank
- 7) = Address of the Bank
- 8) = Amount of the Guarantee in Rupiahs and/or other currency (ies) as specified in the Contract Documents
- 9) = The amount of the Guarantee in percentage of the Contract Price,

-
- 10) = Agar ditentukan besarnya oleh Panitia Pelelangan.
The Tendering Committee should specify as appropriate.

FORM OF PERFORMANCE SECURITY

(BOND)

Bond No. : Amount : 1)

KNOW ALL MEN BY THESE PRESENTS, that we 2)

as Contractor, hereinafter called "the Principal" and3) as Surety,
hereinafter called "the Surety", are held and firmly bound unto.....

as Employer, hereinafter called "the Oblige", in the maximum amount of..... 4)

is to be paid to the said Oblige, for which payment we the Principal and the Surety to bind
ourselves, our successors and assignees, jointly and severally, firmly by this presents that if
the Principal fails to fulfill his obligation in the performance of the Contract which has been
awarded to him under the Oblige's Letter of Acceptance No. 1)

..... 5) dated..... and which is to be later
confirmed by a Contract for 6)
between the Oblige and the Principal which Contract is inherent within this Bond.

NOW, THEREFORE THE CONDITION OF THIS BOND, is such that, if the Principal shall
promptly and faithfully perform said Contract, or shall indemnify, make good and
reimburse to the Oblige, all loss and damage which Oblige may sustain by reason of
failure or default on the part of the Principal so to do, then this obligation shall be void ;
otherwise to remain in full force and effect as from up to.....
..... and can be extended by the application
of the Principal until the completion of the Works.

Any claim on this Bond shall be made in written application by the Oblige to the Surety
promptly after the Principal fails fulfill his obligation, but not later then 3 (three) months
after the Bond expires, as specified in the above Contract and is not caused by a force
majeure. The Surety shall pay to the Oblige in the same amount of this Bond within 30
(thirty) calendar days after having received a written claim base on the Oblige's decree
concerning the default by the Principal.

With reference to Clause 1832 of the Indonesian Civil Law (Kitab Undang-undang Hukum
Perdata) herewith reaffirm that the Surety shall relinquish the special rights of claim on
assets belonging to the Principal and for seizure and sale of such assets for the discharge of
his debts as required in Clause 1831 of the Indonesian Civil Law.

Signed and sealed in dated.....

Principal,

Surety,

(.....)

(.....)

NOTE :

- 1) = Amount of the Bond in Rupiahs and/or other currency (ies) as specified in the Contract Documents.
- 2) = Name and address of the Contractor.
- 3) = Name and address of the Insurance or Bonding Company
- 4) = Name of the Employer
- 5) = Number of the Letter of Acceptance
- 6) = Brief description of the Works

FORM OF ADVANCE PAYMENT SECURITY
(BANK GUARANTEE)

1. WHEREAS 1)
..... 1)
(hereinafter called the "Employer") has signed a Contract :
with 2)
(hereinafter called the "Contractor")
for 3)
on4)
number5)

2. AND WHEREAS the according to said Contract, an Advance Payment of not more than
.....6) (.....) percent of the Contract Price may be
paid by the Employer to the Contractor.

3. NOW WE THE UNDERWRITERS, responsible and representative of 7)
..... 7)
having our registered office at : 8)
..... 8)
(hereinafter called the "Bank"), and fully authorized to sign and to incur obligations in
the name of the Bank, hereby declare that the Bank guarantees the Employer the full
amount of :
.....9) (Say :.....)

4. THE CONDITIONS of this obligation are :
 - 4.1 The Bank is engaged to refund the advance Payment or the remaining Advance
Payment if the Contractor after receiving the Advance Payment should fail to
commence or continue the Works, whatsoever the reason, and the Bank shall
forthwith return to the Employer the whole or the outstanding repayment value of
the Advance Payment.

 - 4.2 The Bank shall driver the money required by the Employer upon the Employe's firs
demand without delay and without the necessity of a previous notice of judicial or
administrative procedure and without it being necessary to prove to the Bank the
shortcoming of the Contractor.

5. This Guarantee shall remain valid for the duration of the Contract or until the date that the Advance Payment is fully repaid.

6. With reference to Clause 1832 of the Indonesian Civil Law (Kitab Undang-undang Hukum Perdata), the Bank shall relinquish the special right of claim on assets belonging to the Contractor and for the seizure and sale of such assets for the discharge of his debts as required in Clause 1831 of the Indonesian Civil Law.

As a declaration of good faith of this Guarantee, we the underwriters, the legal representative of the Bank, hereby sign and seal this Guarantee, we the underwriters, the legal representatives of the Bank, hereby sign and seal this Guarantee on the date of

.....

BANK SEAL

(Witness)

(Guarantor)

NOTE :

- 1) = Name of the Employer
- 2) = Name of the Contractor
- 3) = Name and brief description of the Works
- 4) = Date of the Contract
- 5) = Number of the Contract.
- 6) = Percentage as mentioned in Appendix 1 to the Tender (Summary of Specific Provisions)
- 7) = Name of the Bank
- 8) = Address of the Bank
- 9) = Amount of the Guarantee in Rupiahs and/or other currency (ies) as specified in the Contract Documents.

FORM OF ADVANCE PAYMENT SECURITY
(BOND)

Bond No. : Amount : 1)
KNOW ALL MEN BY THESE PRESENTS, that we 2)
..... 2)
as Tenderer, hereinafter called "the Principal" and 3) as Surety, hereinafter
called "the Surety", are held and firmly bound unto
..... 4)
as Employer, hereinafter called "the Oblige", in the amount of
..... 1) (say :)

is to be paid to the said Oblige, for which payment the Principal and the Surety to bind
ourselves, our successors and assignees, jointly and severally, firmly by this presents.

WHEREAS the Principal has by written agreement dated : 5)
entered into a Contract with the Oblige to 6)
at an agreed Contract Price of 7) (say :)
which Contract is inherent within this Bond.

Whereas the Oblige has agreed to advance to the Principal that sum amounting to 1)
.....
as an Advance Payment under said Contract,

As a guarantee of such Advance Payment, the Surety agreed to furnish an Advance Payment
Bond with the conditions as follows :

If the Principal repays in full amount of the Advance Payment due under said Contract or the
remaining Advance Payment, then this Bond shall be null and void; otherwise to remain in full
force and effect as for the duration of the Contract or until the date the Advance Payment is
fully repaid.

Any claim on this Bond as a result of the default by the Principal from the Documents for
Tendering shall be made in written application by the Oblige promptly after such default
arises, but not later then 3 (three) months after the Bond expires.

The Surety shall pay to the Oblige in accordance with the Contract, the unrepaid Advance
Payment by the Principal at the latest 30 (thirty) calendar day after having received a written
claim on the Oblige.

With reference to Clause 1832 of the Indonesian Civil Law (Kitab Undang-undang Hukum Perdata) herewith reaffirm that the Surety shall relinquish the special rights of claim on assets belonging to the Principal and for seizure and sale of such assets for the discharge of his debts as required in Clause 1831 of the Indonesian Civil Law.

Signed and sealed in ,dated

Principal,

Surety,

(.....)

(.....)

NOTE :

- 1) = Amount of the Bond in Rupiahs and/or other currency (ies)
- 2) = Name and address of the Contractor
- 3) = Name and address of the Insurance or Bonding Company
- 4) = Name of the Employer
- 5) = Date of the Contract Agreement
- 6) = Brief description of the Works
- 7) = Contract Price in Rupiahs and/or currency (ies) as specified in the Contract Documents.







