

JAPAN INTERNATIONAL COOPERATION AGENCY (JICA)  
MINISTRY OF SETTLEMENT AND REGIONAL DEVELOPMENT  
THE REPUBLIC OF INDONESIA

THE DETAILED DESIGN  
OF  
FLOOD CONTROL, URBAN DRAINAGE AND  
WATER RESOURCES DEVELOPMENT IN  
SEMARANG IN THE REPUBLIC OF INDONESIA

FINAL REPORT

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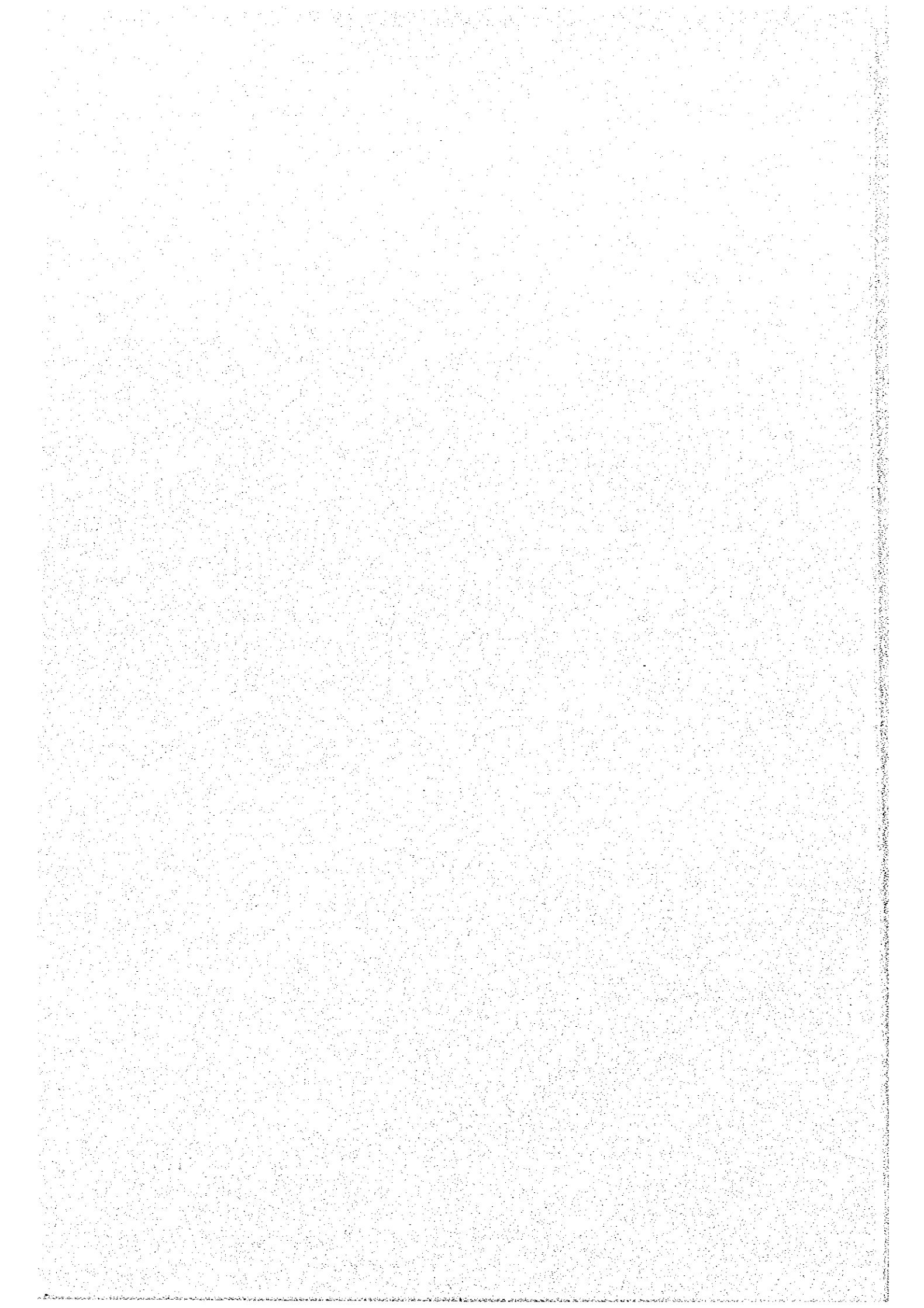
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AUGUST 2000

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**MINISTRY OF SETTLEMENT AND REGIONAL DEVELOPMENT  
THE REPUBLIC OF INDONESIA**

**FLOOD CONTROL, URBAN DRAINAGE AND  
WATER RESOURCES DEVELOPMENT IN SEMARANG**

**COMPONENT B:  
JATIBARANG MULTIPURPOSE DAM CONSTRUCTION**

**BIDDING DOCUMENTS**

**PACKAGE 1:**

**JATIBARANG MULTIPURPOSE DAM  
INCLUDING APPURTENANT STRUCTURES**

**VOLUME 1**

**INVITATION FOR BID  
INSTRUCTION TO BIDDERS  
BIDDING DATA  
GENERAL CONDITIONS OF CONTRACT  
FORM OF BID, APPENDIX TO BID, BID SECURITY  
BILL OF QUANTITIES  
FORM OF AGREEMENT, PERFORMANCE SECURITY  
BANK GUARANTEE FOR ADVANCE PAYMENT  
ELIGIBILITY**

**AUGUST 2000**



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**SECTION 1.**

**INVITATION FOR BIDS**

# Form of Invitation for Bids

[letter head paper of the Employer]

Ref. Nr : .....

Semarang, Date .....

To :

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**Reference :** FLOOD CONTROL, URBAN DRAINAGE AND WATER RESOURCES IN SEMARANG

COMPONENT: CONSTRUCTION OF THE JATIBARANG MULTIPURPOSE DAM

PACKAGE 1: JATIBARANG MULTIPURPOSE DAM INCLUDING APPURTENANT STRUCTURES

JBIC Loan No.....(TO BE INSERTED)

Dear Sirs :

1. We hereby inform you that you are pre-qualified for bidding for the above cited contract.
2. We now invite you and other pre-qualified bidders to submit sealed bids for the execution and completion of the cited contract.
3. You may obtain further information from, and inspect and acquire the bidding documents, at the office of JRATUNSELUNA River Basin Development Project, Jln. Brigjen Sudiarto No 375, Semarang 50191, Central Java, Indonesia. Telephone: + 62 24 722 240, Fax: +62 24 722 239
4. Bidding documents (and additional copies) may be obtained at the above address upon showing a receipt for a non-refundable payment of Rp.....from Kantor Perbendaharaan dan Kas Negara (KPKN) Semarang, for each set.
5. All bids must be accompanied by a security in the form and amount specified in the bidding document, and must be delivered to :

The Bid Committee  
Flood Control, Urban Drainage and Water Resources in Semarang  
Directorate General of Water Resources Development  
Ministry of Public Works, Republic of Indonesia  
JRATUNSELUNA River Basin Development Project  
Jalan Brigjen Sudiarto No. 375  
Semarang 50191, Central Java, INDONESIA



on or before .....[ *time and date of Bid closing*]. Bids will be opened immediately thereafter in the presence of bidders' representatives who choose to attend.

6. Please confirm receipt of this letter immediately in writing by cable, fax, or telex. If you do not intend to bid, we would appreciate being so notified also, in writing, at your earliest opportunity.

Yours truly,  
The Bid Committee

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*c.c. COMPLETE LIST OF CC*

**SECTION 2.**

**INSTRUCTIONS TO BIDDERS**

# Instructions to Bidders

## A. General

1. **Scope of Bid**
  - 1.1. The Employer, as defined in the Bidding Data and Appendix to Bid, hereinafter "the Employer," wishes to receive bids for the construction of Works, as described in Sections 5, 6, 7, 8 and 10 and summarized in the Bidding Data, hereinafter referred to as "the Works."
  - 1.2. The successful bidder will be expected to complete the Works within the period stated in the Bidding Data and Appendix to Bid from the date of commencement of the Works.
  - 1.3. Throughout these bidding documents, the terms *bid* and *tender* and their derivatives (*bidder/tenderer*, *bid/tendered*, *bidding/tendering*, *etc.*) are synonymous, and day means calendar day. Singular also means plural.
2. **Source of Funds**
  - 2.1. The Employer named in the Bidding Data has applied for or received a loan or credit (hereinafter called "loan") from the Funding Agency (hereinafter called "the FA") in various currencies equivalent to the amount in Japanese Yen indicated in the Bidding Data towards the cost of the Project specified in the Bidding Data, and the Employer intends to apply a part of the proceeds of this loan to eligible payments under the contract for which these bidding documents are issued.
  - 2.2. Payments by the FA will be made only at the request of the Employer and upon approval by the FA 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. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, Plant, or materials, if such payment or import, to the knowledge of the FA, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Employer shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.
3. **Eligible Bidders**
  - 3.1 This invitation to bid is open to any bidder (including all members of a joint operation and all subcontractors of a bidder) meeting all three of the following requirements :
    - (a) A bidder shall be from an eligible source country as defined under the Guidelines : Procurement under F.A.G.L for Procurement (hereinafter referred to as the Guidelines) under FA loan.
    - (b) A bidder shall not be affiliated with a firm or entity.
      - (i) that has provided consulting services related to the Works to the Employer or the Employer during the preparatory stages

of the Works or of the Project of which the Works form a part, or

(ii) that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

(c) A bidder shall be pre-qualified for the contract as notified by the Employer.

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

3.3. Majority publicly-owned enterprises from the Employer country may be eligible to qualify if, in addition to meeting all the above requirements, they are also legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer.

**4 Eligible Materials, Plant, Supplies, Equipment, and Services**

4.1. The materials, plant or Contractor's equipment, other supplies, and services to be supplied under the contract, shall have their origin in eligible source countries, defined under the Guidelines, and all expenditures made under the contract will be limited to such materials, Plant or Contractor's equipment, other supplies, and services.

4.2. For purposes of Clause 4.1 above, origin means the place where the materials, Plant, equipment, and other supplies are mined, grown, produced, or manufactured, and from which the services are supplied.

**5 Qualification of the Bidder**

5.1. Bidder shall, as part of their bid :

(a) submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and

(b) update any information submitted with their applications for pre-qualification, which has changed, and update in any case the information indicated in the Bidding Data, and continue to meet the minimum threshold criteria set out in the pre-qualification documents.

As a minimum, bidders shall update the following information :

(a) evidence of access to lines of credit and availability of other financial resources;

(b) financial predictions for the current year and the two following years, including the effect of known commitments;

(c) work commitments acquired since pre-qualification;

(d) current litigation information; and

(e) availability of critical equipment.

5.2. Bids submitted by a joint operation of two or more firms as partners shall comply with the following requirements :

- (a) the bid shall include all the information listed in Sub-Clause 5.1. above.
- (b) the bid and, in case of successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
- (c) one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- (d) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
- (e) all partners of the joint operation shall be liable jointly and severally for the execution of the contract in accordance with the contract term, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the bid and in Agreement (in case of a successful bid); and
- (f) a copy of the agreement entered into by the joint operation partners shall be submitted with the bid.

5.3. Bidders shall also submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 above.

- |                                     |  |
|-------------------------------------|--|
| <p>6. <b>One Bid per Bidder</b></p> | <p>6.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint operation. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause 18) will be disqualified.</p>  |
| <p>7 <b>Cost of Bidding</b></p>     | <p>7.1. The bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>   |
| <p>8. <b>Site Visit</b></p>         | <p>8.1. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.</p> |

- 8.2. The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, cost, and expenses incurred as a result of the inspection.
- 8.3 The Employer may conduct a Site visit concurrently with the pre bid meeting referred to in Clause 19.

## B. Bidding Documents

9. Contents of Bidding Documents
- 9.1 The bidding documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 11 :
- Section 1. Invitation for Bids
  - Section 2. Instruction to Bidders
  - Section 3. Bidding Data
  - Section 4. Part I – General Conditions of Contract
  - Section 5. Part II – Conditions of Particular Application
  - Section 6. Specifications
  - Section 7. Form of Bid, Appendix to Bid, and Bid Security
  - Section 8. Bill of Quantities
  - Section 9. Form of Agreement, Forms of Performance Security, and Advance Payment Bank Guarantee
  - Section 10. Drawings
  - Section 11. Eligibility For the Provision Of Goods, Works, and Service in FA Financed Procurement.
10. Clarification of Bidding Documents
- 10.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the Employer's address indicated in the Bidding Data. The Employer will respond to any request for clarification which he receives earlier than 28 days prior to the deadline for submission for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding document, including a description of the inquiry but without identifying its source.
11. Amendment of Bidding Documents
- 11.1. At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing Addenda.
- 11.2. Any Addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 9.1, and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall promptly acknowledge receipt of each Addendum by cable to the Employer

11.3. To give prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Clause 22.



## C. Preparation of Bids

- 12 Language of Bid** 12.1 The bid, and all correspondence and documents related to the bid exchanged by the bidder and the Employer shall be written in the bid language stipulated in the Bidding Data and Conditions of Particular Application. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 13. Documents Comprising the Bid** 13.1. The bid submitted by the bidder shall comprise the following: duly filled-in Form of Bid and Appendix to Bid, Bid Security, priced Bill of Quantities, alternative offers where invited, and any information or other materials required to be completed and submitted by bidders in accordance with these Instructions to Bidders. The documents listed under Section 7 and 8 shall be filled in without exception, subject to extensions thereof in the same format and to the provisions of Sub-Clause 17.2 regarding the alternative forms of bid security.
- 13.2. If so indicated in the Bidding Data, bidders bidding for this contract, together with other contracts to form a package, will so indicate in the bid, together with any discounts offered for the award of more than one contract.
- 14 Bid Prices** 14.1. Unless stated otherwise in the bidding documents, the contract shall be for the whole Work as described in Sub-Clause 1.1, based on the unit rates and prices in the Bill of Quantities submitted by the bidder.
- 14.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3. All duties, taxes, and other levies payable by the Contractor under the contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the bidder.

14.4. Unless otherwise provided in the Bidding Data and Conditions of Particular Application, the rates and prices quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 70 of the Conditions of contract. The bidder shall furnish the indices and weightings for the price adjustment formulae in the Appendix to Bid, and shall submit with its bid such other supporting information as required under Clause 70 of the Conditions of Contract. The Employer may require the bidder to justify its proposed weightings.

- 15 Currencies of Bid and Payment**
- 15.1. The currency(ies) of the bid shall be as specified in the Bidding Data.
- 15.2. The unit rates and the prices shall be quoted by the bidder entirely in the currency of the Employer's country specified in the Bidding Data and Conditions of Particular Application. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as "the foreign currency requirements") shall indicate in the Appendix to Bid the percentage(s) of Bid Price (excluding Provisional Sums) needed by him for the payment of such foreign currency requirements, limited to no more than three foreign currencies of any member country of the FA.
- 15.3. The rates of exchange to be used by the bidder in arriving at the local currency equivalent and the percentage(s) mentioned in Sub-clause 15.2 above shall be specified by the bidder in the Appendix to Bid, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful bidder.
- 15.4. Bidders shall indicate their expected foreign currency requirements in the Appendix to Bid.
- 15.5. Bidders may be required by the Employer to clarify their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Appendix to Bid are reasonable and responsive to Sub-Clause 15.2, in which case a detailed breakdown of its foreign currency requirements shall be provided by the bidder.
- 15.6. During the progress of the Works, the foreign currency portions of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the contract, in accordance with Sub-Clause 72.4 of the Conditions of Particular Application. Any such adjustment shall be effected by comparing the percentages quoted in the bid with the amounts already used in the Works and the Contractor's future needs for imported items

- 16 Bid Validity**
- 16.1. Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening specified in Clause 25.

16.2. In exceptional circumstances, prior to the expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 17 in all respects.

16.3. In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond eight weeks, the amounts payable in local and foreign currency to the bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the Bidding Data or in the request for extension, for the period of delay beyond eight weeks after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

#### **17 Bid Security**

17.1. The bidder shall furnish, as part of its bid, a bid security in the amount stipulated in the Bidding Data in the currency of the Employer's country, or the equivalent amount in a freely convertible currency.

17.2. The Bid Security shall, at the bidder's option, be in the form of certified cheque, letter of credit, or a bank guarantee from a reputable bank selected by the bidder and located in any eligible country. The format of the bank guarantee shall be accordance with the form of bid security included in Section 7; other formats may be permitted, subject to the prior approval of the Employer. Bid security shall remain valid for a period of 28 days beyond the original validity period for the bid, and beyond any period of extension subsequently requested under Sub-Clause 16.2

17.3. Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive. The bid security of a joint operation must be in the name of the joint operation submitting the bid.

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

17.5. The bid security of the successful bidders will be returned when the bidder has signed the Agreement and furnished the required performance security.

17.6. The bid security shall be forfeited

- (a) if the bidder withdraws its bid, except as provided in Sub-Clause 24.2;
- (b) if the bidder does not accept the correction of its Bid Price, pursuant to Sub-Clause 29.2; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to
  - (i) sign the Agreement, or
  - (ii) furnish the required performance security

**18. Alternative proposals by Bidders**

18.1. When alternative times for completion are explicitly invited, a statement to that effect will be included in the Bidding Data, as will the method of evaluating different times for completion.

18.2. Except as provided under Clause 18.3 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first price the Employer's design as described in the bidding documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated bidder conforming to the basic technical requirements shall be considered by the Employer.

18.3. When bidders are permitted to submit alternative technical solutions for specified parts of the Works, such parts shall be described in Section 6, Specifications.

**19. Pre-Bid Meeting**

19.1. The bidder's designated representative is invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time stipulated in the Bidding Data.

19.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

19.3. The bidder is requested, as far as possible, to submit any questions in writing or by cable, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following Sub-Clause.

19.4. Minutes of Meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 9.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 11 and not through the minutes of the pre-bid meeting.

19.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

**20 Format and  
Signing of  
Bid**

20.1. The bidder shall prepare one original of the documents comprising the bid as described in Clause 13 of these Instructions to Bidders, bound with the section containing the Form of Bid and Appendix to Bid, and clearly marked "original." In addition, the bidder shall submit copies of the bid, in the number specified in the Bidding Data and clearly marked "copies." In the event of discrepancy between them, the original shall prevail.

20.2. The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-Clauses 5.1 (a) or 5.2 (c), as the case may be. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

20.3. The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

## D. Submission of Bids

- 21. Sealing and Marking of Bids**
- 21.1 The bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "original" and "copies." The envelopes shall then be sealed in an outer envelope.
- 21.2. The inner and outer envelopes shall
- (a) be addressed to the Employer at the address provided in the Bidding Data;
  - (b) bear the name and identification number of the contract as defined in the Bidding Data; and
  - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 21.3. In addition to the identification required in Sub-Clause 21.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause 23, and for matching purposes under Clause 24.
- 21.4. If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder's identity, the Employer will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.
- 22. Deadline for Submission of Bids**
- 22.1. Bids must be received by the Employer at the address specified in Sub-clause 21.2 no later than the time and date stipulated in the Bidding Data.
- 22.2. The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 22 will be returned unopened to the bidder.
- 24. Modification, Substitution, and Withdrawal of Bids**
- 24.1 The bidder may modify, substitute, or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.

- 24.2. The bidder's modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked "modification" "substitution" or "withdrawal," as appropriate.
- 24.3. No bid may be modified by the bidder after the deadline for submission of bids, except in accordance with Sub-Clause 24.2 and 29.2.
- 24.4 Except as provided in Sub-Clause 24.2, withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified in Clause 16 may result in the forfeiture of the bid security pursuant to Sub-Clause 17.6.

## **E. Bid Opening and Evaluation**

- 25. Bid Opening** 25.1. The Employer will open the bids, including withdrawals and modifications made pursuant to Clause 24, in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 25.2 Envelopes marked "withdrawal" and substitution" shall be opened first and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 24 shall not be opened.
- 25.3 The bidders' names, the Bid Prices, including any alternative Bid Price or deviation, any discounts, bid modifications and withdrawals, the presence (or absence) of bid security, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Subsequently, all envelopes marked "modification" shall be opened and the submissions therein read out in appropriate detail. No bid shall be rejected at bid opening except for late bids pursuant to Clause 23.
- 25.4. The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 25.3.
- 25.5. Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 26. Process to be Confidential** 26.1. Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.
- 27. Clarification of Bids** 27.1. To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as require to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 29.



- 28. Examination of Bids and Determination of Responsiveness**
- 28.1. Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) meets the eligibility criteria of the FA; (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents; and (e) provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 28.2. Furthermore, the bidder shall, if required, provide substantiation that the Employer may require, pursuant to Sub-Clause 15.5.
- 28.2. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 28.3. If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 29. Correction of Errors**
- 29.1. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows :
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 29.2. The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 17.6 (b).
- 30. Conversion to Single Currency for Comparison of Bids**
- 30.1. For comparison of bids, the Bid Price shall first be broken down into the respective amounts payable in various currencies by using the exchange rate specified by the bidder in accordance with Clause 15.3.

30.2. In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to either;

(a) the currency of the Employer's country at the selling rates established for similar transactions by the authority specified in the Bidding Data on the date stipulated in the Bidding Data;

or

(b) a currency widely used in international trade, such as the U.S dollar, stipulated in the Bidding Data, at the selling rate of exchange published in the international press as stipulated in the Bidding Data on the date stipulated in the Bidding Data, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in Clause 30.2(a) above on the date specified in the Bidding Data for the amount payable in the currency of the Employer's country.

**31. Evaluation and Comparison of Bids**

31.1. The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 28.

31.2. In evaluating the bids, the Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price as follows:

(a) making any correction for errors pursuant to Clause 29.

(b) excluding Provisional Sums and the provision, if any, for Contingencies in the Summary Bill of Quantities, but including Daywork, where price competitively;

(c) converting the amount resulting from applying (a) to (b) above to a single currency in accordance with Sub-clause 30;

(d) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers;

(e) making an allowance for varying times for completion offered by bidders, if permitted in the Bidding Data and in the manner prescribed therein; and

(f) applying any discount offered by the bidder for the award of more than one contract, if bidding for this contract is being done concurrently with other contracts (Sub-Clause 13.2).

31.3. The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variation, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents shall not be taken into account in bid evaluation.

31.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

31.5. If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalance or front loaded in relation to the Engineer's estimate of the items of work to be performed under the contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Employer may require that the amount of the performance security set forth in Clause 37 be increased at the expense of the bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the contract.

**32. Preference  
for Domestic  
Bidders**

32.1. If so indicated in the Bidding Data, domestic contractors may receive a margin of preference in bid evaluation for which this clause shall apply.

32.2 Domestic bidder shall provide all evidence necessary to establish that they meet the following criteria to be eligible for a 7½ percent margin of preference in the comparison of their bids with those of bidders who do not qualify for the preference. They should :

- (a) be registered within the Employer's country;
- (b) have majority ownership by nationals of the Employer's country;
- (c) not subcontract more than 50 percent of the Contract Price, excluding provisional sums, to foreign contractors; and
- (d) satisfy other criteria stipulated in the Bidding Data.

32.3. Joint operation between domestic and foreign firms shall be eligible for the margin of preference provided that:

- (a) the domestic partner or partners individually satisfy the above criteria of eligibility for the preference;
- (b) the domestic partner or partners demonstrate a beneficiary interest of no less than 50 percent in the joint operation, as demonstrated by the profit and loss sharing provisions, if any of the joint operation agreement;
- (c) the domestic partner or partners will, under the arrangements proposed, execute at least 50 percent of the Works measured in terms of the Contract Price, excluding provisional sums (always provided that the domestic partner or partners are qualified to carry out that amount of work, in accordance with the criteria of Sub-Clause 5.3), and that the said 50 percent shall exclude any materials or Plant which are to be imported by the domestic partner(s); and
- (d) satisfy other criteria, if any, stipulated in the Bidding Data.

32.4 The following procedure will be used to apply the margin of preference :

(a) After bids have been converted to a single currency in accordance with the provisions of Sub-Clause 31.2 (c) above, responsive bids will be classified into the following groups;

(i) Group A bids offered by domestic bidders and joint ventures meeting the criteria set out in the above Sub-Clause 32.2 and 32.3, respectively; and

(ii) Group B: all other bids

(b) For the purpose of further evaluation and comparison of bids only, an amount equal to 7½ percent of the evaluated Bid Price determined in accordance with the provisions Clause 31.2 (a), (b), (c), and, where applicable, (f), will be added to all bids classified to all bids classified in Group B.

32.5 Alternative offers, where solicited or permitted, will be evaluated separately, in accordance with the provisions of Clause 18, and shall be subject to the margin of preference in accordance with Sub-Clause 32.4.

## F. Award of Contract

- 33. Award**
- 33.1. Subject to Clause 34, the Employer will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price pursuant to Clauses 31 and 32, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Sub-Clause 3.1; and (b) qualified in accordance with the provisions of Clause 5.
- 33.2. If, pursuant to Sub-Clause 13.2, this contract is being let on a "slice and package" basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently, taking into account any discounts offered by the bidders for the award of more than one contract.
- 34. Employer's Right to Accept any Bid and to Reject any or all Bids**
- 34.1. The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.
- 35. Notification of Award**
- 35.1. Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by cable confirmed by registered letter that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 35.2. The notification of award will constitute the formation of the contract.
- 36. Signing of Agreement**
- 36.1. At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.
- 36.2. Within 28 days of receipt of the Agreement, the successful bidder shall sign the Agreement and return it to the Employer, together with the required performance security.
- 36.3. Upon fulfillment of Sub-Clause 36.2, the Employer will promptly notify the other bidders that their bids have been unsuccessful and their bid security will be returned as promptly as possible, in accordance with Clause 17.4.

- 37. Performance Security**
- 37.1 Within 28 days of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security in the form stipulated in the Bidding Data and the Conditions of Contract. The form of performance security provided in Section 9 of the bidding documents may be used or some other form acceptable to the Employer.
- 37.2. If it is stipulated in the Bidding Data that the performance security is to be provided by the successful bidder in the form of a bank guarantee, it shall be issued either (a) at the bidder's option, by a bank located in the country of the Employer or by a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the prior agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 37.3. If it is stipulated in the Bidding Data that the performance security may also be provided by the successful bidder in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful bidder to be acceptable to the Employer.
- 37.4. Failure of the successful bidder to comply with the requirements of Clauses 36 or 37 shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked bidder.
- 38. Disputes Review Board**
- 38.1. The method of dispute resolution is as indicated in the Bidding Data. If the selected method is a Disputes Review Board or Disputes Review Expert, the Employer proposes the person named in the Bidding Data to be appointed as Board member. If the bidder disagrees with this proposal, the bidder should so state in the bid. If the Employer and the selected bidder cannot agree to the appointments of the two initial Board members, then the appointments will be made by the Appointing Authority designated in the Conditions of Particular Application at the request of either party.

**SECTION 3.**  
**BIDDING DATA**

## Bidding Data

Instruction to Bidders Clause Reference																																																																																												
1.1	<p>Summary of the Works</p> <p>The Works include, but are not limited to the following:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 40%;">ITEMS</th> <th colspan="2" style="text-align: left;">DETAILS</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;">Centre Core Rockfill Dam:</td> <td style="vertical-align: top;">Height above Foundation</td> <td style="text-align: right; vertical-align: top;">77 m</td> </tr> <tr> <td></td> <td style="vertical-align: top;">Crest Length</td> <td style="text-align: right; vertical-align: top;">200 m</td> </tr> <tr> <td></td> <td style="vertical-align: top;">Crest Width</td> <td style="text-align: right; vertical-align: top;">10 m</td> </tr> <tr> <td style="vertical-align: top;">Spillway :</td> <td style="vertical-align: top;">Crest Width of Service Spillway</td> <td style="text-align: right; vertical-align: top;">15 m</td> </tr> <tr> <td></td> <td style="vertical-align: top;">Total Crest Width</td> <td style="text-align: right; 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	<p>Name and Address of the Employer  Directorate General of Water Resources Development  Ministry of Public Works, Republic of Indonesia  JRATUNSELUNA River Basin Development Project  Jalan Brigjen Sudiarto No. 375  Semarang 50191  Central Java  Indonesia</p>
1.2	<p>Period of Completion  1456 days for the whole of the Works.</p>
2.1	<p>Name of the Borrower  Government of Indonesia, Ministry of Public Works,  Directorate General of Water Resources Development.</p>
2.1	<p>Name and description of the Project and amount and type of the Funding Agency financing.  Flood Control, Urban Drainage and Water Resources Development in Semarang,  Component: Construction of Jatibarang Multipurpose Dam.  Package 1: Jatibarang Multipurpose Dam including Appurtenant Structures,  Loan ..... (Complete when loan details known)</p>
5.1	<p>Pre-qualification information to be updated.  Bidders shall update pre-qualification information in accordance with Sub-Clause 5.1.</p>
12.1	<p>Bid language.  The bid language is English.</p>
13.2	<p>This Package 1 is an independent package.</p>
14.4	<p>The local currency portion of this contract is subject to price adjustment.  The foreign currency portion of this contract is not subject to price adjustment</p>
15.1	<p>Currencies of the Bid  Bidders shall price their bids in local currency (Indonesian Rupiah) and up to three (3) foreign currencies.</p>
15.2	<p>Country of the Employer  Republic of Indonesia</p>
15.2	<p>Currency of the Employer's country  Indonesian Rupiah</p>
16.1	<p>Period of bid validity  The bid validity period is 180 days from the date of bid opening.</p>
16.3	<p>Not applicable</p>

17.1	Amount of bid security. A minimum of one percent (1%) of the Bid Price.
18.1	No alternative time for completion is invited.
19.1	Venue, time, and date of the pre-bid meeting. .....
20.1	Number of copies of Bid to completed and returned (1 original + 4 copies)
21.2	Employer's address for the purpose of bid submission.  The Bid Committee Flood Control, Urban Drainage and Water Resources in Semarang  Directorate General of Water Resources Development Ministry of Public Works, Republic of Indonesia JRATUNSELUNA River Basin Development Project Jalan Brigjen Sudiarto No. 375 Semarang 50191 Central Java Indonesia
21.2	Number of the contract .....
22.1	Deadline for submission of bids Refer to letter for Invitation for Bids
25.1	Venue, time, and date of bid opening. Refer to letter for Invitation for Bids.
30.2	Currency chosen for the purpose of converting to a common currency: The currency is Indonesian Rupiah.  Source of exchange rate: The source of exchange rate is Bank of Indonesia.  Exchange rate date: 28 days prior to the Bid closing date.
31.3	Alternative times for completion will be evaluated as follows: No alternative times for completion will be considered.
32.1	Domestic contractors will not receive a margin of preference in bid evaluation.

37.1	<p>Standard form and amount of performance Security acceptable to the Employer:</p> <p>A Bank Guarantee or Performance Bond issued by a bank or an Insurance company.</p> <p>The amount of Performance Security is 5% of the contract price (after VAT) for local currency portion and 10% of the contract price for foreign currency portion.</p>
38.	<p>Method for dispute resolution.</p> <p>Name (s) of member(s) of the Disputes Review Board or name of the Disputes Review Expert proposed by the Employer:</p> <p>Dispute resolution shall be by a Disputes Review Board appointed by Badan Arbitrasi Nasional Indonesia (BANI).</p>

**SECTION 4.**

**PART I : GENERAL CONDITIONS OF CONTRACT**

# CONDITIONS OF CONTRACT

## PART I : GENERAL CONDITIONS

The Conditions of Contract, Part I : General Conditions, shall be those forming Part I of the "Conditions of Contract for Works of Civil Engineering Construction", fourth edition 1987, reprinted in 1992 with further amendments, prepared by the *Federation Internationale des Ingenieurs-Conseils (FIDIC)*. These Conditions are subject to the variations and additions set out in Part II hereof entitled "Conditions of Particular Application".

### APPLICATION :

1. Definitions and Interpretation
2. Engineering and engineer's Representative
3. Assignment and subcontracting
4. Contract Documents
5. General obligations
6. Labor
7. Materials, Plant and Workmanship
8. Suspension
9. Commencement and Delays
10. Defects Liability
11. Alterations, Additions and Omissions
12. Procedure for Claims
13. Contractor's Equipment, Temporary Works and Material
14. Measurement
15. Provisional Sums
16. Nominated Subcontractors
17. Certificate and Payment
18. Remedies

19. Special Risks
20. Release from Performance
21. Settlement of Disputes
22. Notices
23. Default of Employer
24. Changes in Cost and Legislation
25. Currency and Rate of Exchange.