

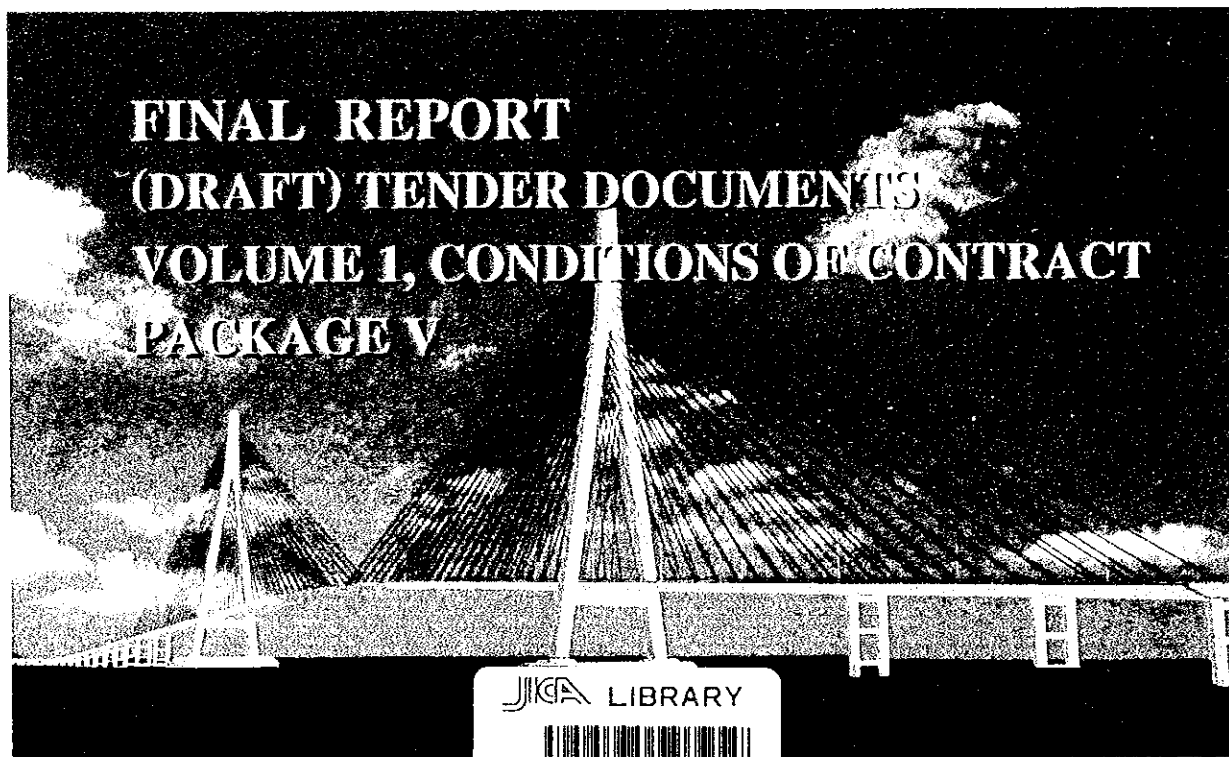
JAPAN INTERNATIONAL COOPERATION AGENCY (JICA)

MINISTRY OF TRANSPORT

SOCIALIST REPUBLIC OF VIET NAM

**THE DETAILED DESIGN
ON
THE CAN THO BRIDGE CONSTRUCTION
IN
SOCIALIST REPUBLIC OF VIET NAM**

**FINAL REPORT
(DRAFT) TENDER DOCUMENTS
VOLUME 1, CONDITIONS OF CONTRACT
PACKAGE V**



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**JAPAN INTERNATIONAL COOPERATION AGENCY (JICA)
MINISTRY OF TRANSPORT
SOCIALIST REPUBLIC OF VIET NAM**

**THE DETAILED DESIGN
ON
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IN
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**FINAL REPORT
(DRAFT) TENDER DOCUMENTS
VOLUME 1, CONDITIONS OF CONTRACT
PACKAGE V**

OCTOBER 2000

NIPPON KOEI CO., LTD.



1161246 [2]

CONTENTS

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

VOLUME I COMMERCIAL CONDITIONS

GENERAL INTRODUCTION	6
1. Background.....	6
2. Impacts	6
3. Tender Documents.....	7
4. Site Location.....	7
5. Transport System.....	7
6. Climate at the Site	7
7. Hydrological and Hydraulic Conditions	8
8. Geotechnical Conditions.....	8
9. Project Details	8
10. Tentative Implementation Schedule.....	9
INVITATION TO TENDER AND FORM OF ACKNOWLEDGEMENT	11
1. Introduction	12
2. The Site.....	12
3. The Works	12
4. Program	13
5. Excluded Works	13
6. Eligibility of Tenderers.....	13
7. Cost of Tender Preparation and Submission.....	13
8. Validity of Tenders.....	13
9. Tender Deadline	13
10. Address for Lodgment of Tenders	13
11. Project Manager and Contact Person	14
12. Conditions of Tendering	14
13. Conditions of Contract.....	14
14. Tender Security.....	14
15. Purchase of Documents.....	14
FORM OF TENDER.....	17
Appendix to Form of Tender	18
Tender Schedule TS - 1: Sources of Materials	19
Tender Schedule TS - 2: Summary of Debit and Credit Assets.....	20
Tender Schedule TS - 3: Credit Availability and Previous Contracts	21
Tender Schedule TS - 4: Experience in Construction.....	22
Tender Schedule TS - 5A: List of Major Projects for Different Types of Constuction	23
Tender Schedule TS - 5B: Record Data for Each Project.....	24
Tender Schedule TS - 6A: Summary of Proposed Labour.....	25
Tender Schedule TS - 6B: Details of Proposed Senior Staff	26
Tender Schedule TS - 7: Site Organisation	27

Tender Schedule TS - 8: Detailed Proposed Program for Construction	28
Tender Schedule TS - 9: Detailed Proposed Construction Method Statement.....	29
Tender Schedule TS - 10: Proposed Plant and Equipment	30
Tender Schedule TS - 11: Proposed Testing Equipment.....	31
Tender Schedule TS - 12: Proposed Sub-Contractors	32
Tender Schedule TS - 13: Proposed Joint Ventures.....	33
Tender Schedule TS - 14 : Schedule of Prices for the Construction of the Works	34
INSTRUCTIONS FOR TENDERING	39
1. Objectives, Basis and Process of Tendering	39
2. Source of Funds.....	39
3. Nature of Contract	39
4. Technical Specifications.....	39
5. Tender Documents.....	39
6. Information Made Available.....	40
7. Tenderer to Inform Himself Fully	40
8. Discrepancies, Errors and Omissions in Tender Documents	41
9. Clarification of Tender Documents	41
10. Addenda	41
11. Briefing and Site Inspection.....	41
12. Additional Queries	42
13. Completion of Tender Documents	42
14. Language Of The Tender	42
15. Documents to be Submitted	42
16. Business Licence.....	43
17. Supplementary Information	43
18. Procedure for Submission of Tenders	43
19. Tender Submitted by a Joint Venture or Consortium.....	43
20. Tender Submitted by a Subsidiary Company.....	44
21. Validity of the Tenders	44
22. Tender Security.....	44
23. Right to Accept or Reject Any or All Tenders.....	44
24. Interference in Evaluation	44
PREFERENTIAL CONDITIONS	46
VARIOUS TAXES	48
1 Lawful Taxes and Duties.....	48
2 Quantities in the Schedule of Prices	48
3 Rates and Prices to be for Work Complete.....	48
4 Contract Price	48
5 Currencies of Tender	49
TECHNICAL SPECIFICATION, TECHNICAL DESIGN DOCUMENT AND DRAWINGS.....	51
WORK PROGRESS	53
1. Contractor's Programme and Progress	53
2. Time for Completion.....	53
STANDARD EVALUATION OF TENDERS.....	55
1. Opening of Tenders	55
2. Clarification of Tenders.....	55
3. Evaluation and Comparison of Tenders.....	55
4. Notification of Award.....	56
5. Performance Security	56
6. Signature of Contract.....	56
CONDITIONS OF CONTRACT	58
1. Basis of Contract	58
2. Definitions and Description.....	58
3. Inspector and Authorized Persons	58
4. Priority of Contract Documents.....	59
5. Supply of Outline Design Documents	59
6. General Responsibilities of the Contractor.....	60

7. Assignment and Subcontracting	60
8. Performance Security	60
9. Preparation of Detailed Design Documents.....	60
10. Contractor's Superintendence.....	60
11. Care of the Works	61
12. Employer's Risks.....	61
13. Insurance of the Works and Contractor's Equipment	61
14. Third Party Insurance.....	61
15. Evidence of Insurances	62
16. Sufficiency of Tender.....	62
17. Not Foreseeable Physical Obstructions or Conditions	62
18. Possession of the Site and Commencement	62
19. Contractor's Programme and Progress.....	62
20. Time for Completion.....	63
21. Warranty Period and Security	63
22. Quality Control	64
23. Examination of Work before Covering up.....	64
24. Removal of Improper Work or Materials.....	64
25. Responsibility for Safety, the Environment and Local Infrastructure.....	64
26. Clearance of the Site	65
27. As-Built Drawings	65
28. Changes to the Works	65
29. Monthly Measurement and Payment.....	65
30. Final Measurement and Certificate	66
31. Approval only by Final Certificate.....	66
32. Indemnities.....	66
33. Default of Contractor	66
34. Default of Employer.....	66
35. Dispute Resolution.....	67
FORM OF TENDER SECURITY	69
FORM OF AGREEMENT	71
FORM OF PERFORMANCE SECURITY	74

SOCIALIST REPUBLIC OF VIET NAM
MINISTRY OF TRANSPORT
MY THUAN PROJECT MANAGEMENT UNIT
My Thuan Project Management Unit (My Thuan PMU)
127B Dinh Tien Hoang St, Binh Thanh District Ho Chi Minh City - Viet Nam
Tel: (84 - 8) - 841 0088; Fax: (84 - 8) - 841 1872

GENERAL INTRODUCTION

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

GENERAL INTRODUCTION

Can Tho Bridge Construction Project Under JBIC Loan Agreement Package No V

1. Background

National Highway No.1 is an arterial road running about 2,300 km through Viet Nam from China in the North to Nam Can in the South. The rehabilitation and improvement of Highway No.1 is the top priority project in the infrastructure development strategy of Viet Nam from now to the year 2010.

At present, road rehabilitation and improvement projects are being funded by the World Bank (WB) and the Asian Development Bank (ADB), and bridge improvement and rebuild projects are being funded by the Japan Bank for International Cooperation (JBIC).

There still remains one uncompleted large river-crossing in the southern section of Highway No.1: the Can Tho crossing of the Hau River. My Thuan Bridge across the other main river crossing has been under construction since June 1997, mainly with grant aid from the Government of Australia and was completed in May 2000.

Can Tho City is located 167 km southwest of Ho Chi Minh City, and is the largest and most important city in the Mekong Delta. The Can Tho ferry, which crosses the Hau River and connects the cities of Vin Minh and Can Tho, experiences heavy traffic and is a bottleneck on Highway No 1 between Ho Chi Minh City and Can Tho.

To meet the objectives of the infrastructure development strategy to ensure the smooth traffic flow along the whole length of highway No.1 before 2010 and to meet the transport demand for promoting socio-economic development of Cuu Long (Mekong) Delta and Indochina, it is necessary to construct the Can Tho Bridge. In the near future it is expected that a freeway from Ho Chi Minh City to Can Tho could be constructed and this would join with the bridge at Can Tho

2. Impacts

The Can Tho Bridge Construction Project will cause direct impacts to a large area including the territories of the administrative units.

It is anticipated that a number of residents of communities in Binh Minh will suffer many direct adverse impacts caused by the Project. Among them, the mostly affected peoples are the residents who will lose their dwellings and cultivated lands for the project.

The issues which most concern the people affected by the project are the relocation of dwellings and croplands, and the level of compensation for loss of these dwellings and lands.

To prevent any delay of the project implementation caused by local residents' opposition, it is recommended that all issues, especially the issues on compensation and relocation of dwellings and croplands mentioned above, have been considered carefully and appropriate alternative development agreed.

3. Tender Documents

Pursuant to Decision No..... dated..... 2000 of the Government concerning Procedures of Investment Management and Construction, and

Pursuant to Statue of Bidding promulgated along with Decision No. dated2000 of the Government.

The following Tender Documents are presented in recognition of the above concerns and in response to the consideration given and agreements reached:

Can Tho Bridge, Package No V, Resettlement Areas Located in Hung Phu and Chau Thanh Districts of Can Tho Province.

- Volume I : Tendering and Contractual Information
- Volume II : Technical Specifications
- Volume III : Technical Design Documents and Drawings

4. Site Location

The resettlement areas to be constructed under Package V of the Can Tho Bridge Project are located in Hung Phu and Chau Thanh Districts of Can Tho Province situated in the central part of the Mekong Delta. The area is extremely flat with an elevation typically ranging from +2 to +3 meters. Soil in the area is alluvial mostly washed and deposited from the Hau River during the flooding season.

5. Transport System

Transport modes in the Mekong Delta are inland waterways, roads, sea, and air. There is no railway. Roads serve as the major passenger transport means, and inland waterways serve as the major freight transport means.

The total length of the road network in the Mekong Delta is about 30,000 km. These roads are classified into national roads, provincial roads, and rural or feeder roads. Provincial and rural or feeder roads connect provincial capitals with district towns, or link the district town to the national roads. The current road network density is 0.77 km per sq. km. indicating that the road network is well spread over the delta.

There are many canals, waterways, and rivers in the delta. According to the Transport Infrastructure Survey in 1994, the navigable length is about 2,700 km out of 5,000 km of waterways. The density of the waterway network is 0.68 km per sq. km. Waterways are still functioning as a major means of transportation for economic and inhabitants' daily activities, due to the flooding in the rainy season which is linked to the traditional farming system in the delta.

6. Climate at the Site

The climate of Can Tho follows the typical monsoon weather pattern. Humid seasonal wind from the southwest prevails from May/June to /October/November and dry wind from the northeast prevails from November to March. These two seasons show a very distinctive rainy season, which is associated with heavy inundation. Data acquired from the Can Tho Observation Center has been analyzed, and the general weather patterns are summarized below;

The annual average temperature of the area is 26.7°C, with a maximum ambient of 37.7°C having a return period of 5 years and 40.5°C 100 years. The corresponding minima are annual average of 17.7°C with 16.6°C for a 5-year return and 13.8°C for a 100-year return.

The temperature difference between wet season and dry season is relatively small. The relative average humidity ranges from 87% in the wet season to 77% during the dry season.

The approximate annual precipitation is generally 1750 mm. 90% occurs during the wet season with 15 to 20 rainy days per month

The characteristics of wind data in Can Tho is that the wind speed is generally around 2.5 ~ 3.5m/s though a strong southwest wind can prevail during the wet season from June to September due to influence of southwest monsoon. Typhoon gusts can occur

7. Hydrological and Hydraulic Conditions

The Mekong River separates into two near Phnom Penh, which is located about 70 km away from the Viet Nam-Cambodian border. These two river branches are referred to as the Hau and Tien rivers upon entering Viet Nam.

The width of the Hau River extends from 1.2 to 2 km from Can Tho city to the estuary.

There is a high variation in the water flow in the rivers of the Mekong Delta due to well-defined wet and dry periods. Generally, flooding in this area starts in July or August and extends up to November or December. The inundation occurs in the southern part of the delta, where the drainage facilities are poor and high water levels are logged for as long as five months.

8. Geotechnical Conditions

The Mekong Delta was formed from the sediment carried by rivers and deposited over a period of time.

The geomorphology of the area is a vast alluvial marsh and plain of about 1500km² intersected by numerous river tributaries which form a great water network. The region is a vast relic of Quaternary Lagoon. The present very wide low land of 1 to 2m in elevation on the river sides has been exposed as a result of most recent sea progression/ regression.

Bore holes, 70 to 150m deep drilled at the project site indicate that the uppermost three layers are as follows: (from top to bottom)

- Layer Rd

This is the recent river bed sediment which consists of sand and clay. Especially on the surface of the riverbed a thin floating sand layer 1 to 2m thick is found which is now dredged for the purpose of construction usage.

- Layer C1

On the land surface, gray color pure clay layer is distributed 10 to 30m in thickness. This is the clay formed by sedimentation during the period of Holocene marine progression. It is very soft, high plasticity with an N-value less than 5.

- Layer C2

Continuous to the layer C1, in elevation minus -10 to- 40m, brownish gray colour clay lies about 30m in thickness. From viewpoint of the grain size, it consists of silty clay and partly bears a little quantity of sand.

9. Project Details

Resettlement Zones

Resettlement zone Hung Phu area:	2,772m ²
Lots Hung Phu:	22 @ 126m ²
Roads and sidewalk Hung Phu:	3,779m ²

Public facilities:	644m ²
Slope and green Hung Phu:	3,620m ²
Resettlement zone Chau Thanh area:	11,400m ²
Lots Chau Thanh:	57 @ 200m ²
Roads and sidewalk Chau Thanh:	4830m ²
Public facilities:	1063m ²
Slope and green Chau Thanh:	3957m ²

Contractor's Construction Yards and Offices

Production yard and office areas have been provided as below having given consideration to transportation of construction materials, production of the elements and offices.

Infrastructure Yard and Office, Package – 5 0.50 ha

10. Tentative Implementation Schedule

The proposed implementation schedule of Package V of the Can Tho Bridge Construction Project is shown overleaf.

SOCIALIST REPUBLIC OF VIET NAM
MINISTRY OF TRANSPORT - MY THUAN PROJECT MANAGEMENT UNIT
Can Tho Bridge Project - Prequalification of Contractors
SCHEDULE FOR PACKAGE No V

Description	1999		2000		2001	
	1	6	12	1	6	12
1) Detailed Design						
. Detailed Design			[Horizontal bar spanning from 12/1999 to 12/2000]			
. Draft Final Report			*			
. Final Report				*		
2) Land Acquisition						
. Computation of Cost				[Horizontal bar spanning from 6/2000 to 6/2001]		
. MOT Approval				*		
. Decision and Payment					[Horizontal bar spanning from 12/2000 to 12/2001]	
3) Construction of Infrastructure						
. Selection of Consultant/Contractor					[Horizontal bar spanning from 6/2000 to 6/2001]	
. Construction					[Horizontal bar spanning from 12/2000 to 12/2001]	
4) Site Handover to Land Acquisition Committee						[Horizontal bar spanning from 12/2001 to 12/2002]

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INVITATION TO TENDER AND FORM OF ACKNOWLEDGEMENT

**Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V**

INVITATION TO TENDER

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

Dear Sirs,

INVITATION TO TENDER

1. Introduction

The Government of the Socialist Republic of Viet Nam has received loan funding from the Japan Bank for International Cooperation, hereinafter referred to as "JBIC", towards the cost of the Can Tho Bridge Construction Project.

On behalf of the MINISTRY OF TRANSPORT, My Thuan Project Management Unit, hereafter referred to as "My Thuan PMU" proposes to appoint a contractor for the Can Tho Bridge Construction Project, Package No 4, Resettlement Zones at Hung Phu and Chau Thanh Districts in Can Tho Province

Can Tho bridge crosses the Hau River at km 2061 on No. 1 National Highway, about 3.2 km downstream from the existing Can Tho ferry crossing and is located adjacent to Can Tho city.

Tenders are invited from companies pre-qualified by My Thuan PMU for the performance of the Works subject to the attached Conditions of Tender, the Conditions of Contract and the Specification.

The tender evaluation will include non-price matters related to capability to perform this Contract.

2. The Site

Can Tho City is located 167 km southwest of Ho Chi Minh City, and is the largest and most important city in the Mekong Delta.

3. The Works

The Can Tho bridge project route crosses through rice fields, gardens and residential land on the Can Tho side of the Hau River and re-connects to NH.1 at section Km 2077 (the existing section) in the Chau Thanh District of Can Tho Province.

The package for infrastructure for two resettlement zones on the Can Tho side comprises the provision of 22 serviced lots of 126m² at Hung Phu and 57 serviced lots of 200m² at Chau Thanh. Each is to be provided with electricity, water supply, sewerage and drainage. Roads including sidewalk of 3,779m² and 4,830m² within the zones are also to be provided at Hung Phu and Chau Thanh respectively. All roads are to have street lighting. Development of the lots is not included though provision of public facilities of 644m² and 1063 m², an area of 3620m² is slope and green at Hung Phu and 3,957m² at Chau Thanh.

4. Program

The Time for Completion for Package V is within the number of days stated in the Appendix to the Form of Tender after the date of completion of the Contract Agreement. It is anticipated that this date will be Monday ??? 2000.

5. Excluded Works

The following is not included in the scope of works:

- Land acquisition, compensation and clearance of UXO
- Survey and design (Overall technical design and drawings and overall cost estimate)
- Expenditure for PMU and supervision

6. Eligibility of Tenderers

Only those tenderers which have been invited by My Thuan Project Management Unit (My Thuan PMU) in accordance with Decision No .../QD.GTVT.CCGD dated 2000 will be permitted to tender.

Any consortia or joint venture members and major subcontractors proposed in a tenderer's application for consideration as a tenderer shall be retained in tendering. Failure to comply with this requirement will result in rejection of the tender.

7. Cost of Tender Preparation and Submission

Each tenderer shall be entirely responsible for and shall bear all costs associated with the preparation and submission of his tender and My Thuan PMU shall have no responsibility or liability in this respect, irrespective of whether the tender is awarded or canceled or awarded to a tenderer of My Thuan PMU's choice.

8. Validity of Tenders

Tenders shall remain valid for a period of 60 days from the expiration of the tender deadline.

9. Tender Deadline

Three copies of the Tender shall be lodged by the tender deadline, being no later than 9.00 am on ??? 2000.

10. Address for Lodgment of Tenders

The address for the lodgment of tenders is:

My Thuan Project Management Unit (My Thuan PMU),
127B Dinh Tien Hoang St,
Binh Thanh District,
Ho Chi Minh City,
Viet Nam

The outside of the tender package shall be endorsed as follows:

Tender for:
Can Tho Bridge Construction Project,
Package No V
DO NOT OPEN BEFORE TENDER DEADLINE OF 9.00 AM ON (date of submission)

11. Project Manager and Contact Person

The My Thuan PMU Project Manager and Contact Person is Mr Le Long Dinh, Director General.

12. Conditions of Tendering

Tenderers should note that by submitting a tender tenderers agree to be bound by the Conditions of Tendering.

13. Conditions of Contract

The Conditions of Contract have been prepared for the proposed contracts on the basis of previous conditions used by the My Thuan PMU for domestic construction contracts associated with the My Thuan Bridge.

14. Tender Security

A Tender Security of Two Hundred Million Vietnamese Dong (VND 200,000,000) shall be submitted with the tender.

15. Purchase of Documents

Vietnamese Contractors who wish to register and participate in the tender are required to purchase a set of completed Invitation Documents for Five Hundred Thousand Dong (Đ500,000) between???? and ??? 2000 from PMU My Thuan at the address given above for the lodgment of tenders.

LE LONG DINH
Director General

**SOCIALIST REPUBLIC OF VIET NAM
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FORM OF TENDER

**Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V**

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MINISTRY OF TRANSPORT
MY THUAN PROJECT MANAGEMENT UNIT
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FORM OF TENDER

**Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V**

.....
NAME OF CONTRACT : Can Tho Bridge, Package No V, Resettlement Areas Located in Hung Phu and Chau Thanh Districts of Can Tho Province.

TO : My Thuan PMU

Gentlemen,

- (a) Having examined the Tender Documents and Addenda Nos _____ for the execution of the above-named Works, we the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Contract for the sum of Vietnamese Dong _____ (amount in words) _____, (Đ _____) or such other sum as may be ascertained in accordance with the Conditions of Contract.
- (b) We acknowledge that the Appendix and the Schedules TS-1 to TS-14 form part of our Tender.
- (c) We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Inspector's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Tender.
- (d) We agree to abide by this Tender for the period of of validity stated in the Invitation to Tender from the date fixed for receiving this Tender and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
- (f) We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 200_____

Signature _____ in the capacity of _____ duly authorized to sign tenders for and on

behalf of _____

Address _____

Witness _____

Address _____

Occupation _____

Note: For tenderers submitting as a joint venture or consortium the Form of Tender shall be signed by each member of the joint venture or consortium.

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FORM OF TENDER

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

Appendix to Form of Tender

	Sub-Clause in Conditions of Contract	
Time for Completion	43.1	365 days
Amount of liquidated damages	47.1	Đ4, 000,000
Limit of liquidated damages	47.1	Đ400, 000,000

Initials of Signatory of Tender _____

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FORM OF TENDER INFORMATION TO BE COMPLETED BY TENDERER

**Can Tho Bridge Construction Project
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Package No V**

Tender Schedule TS - 1: Sources of Materials

The Tenderer shall set out his sources of the principal materials he proposes to use in the Works:

No	Description	Source & Notes

Separate sheets shall be used as necessary and signed by the Tenderer

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Tender Schedule TS - 2: Summary of Debit and Credit Assets

The Tenderer shall set out summary of his current financial situation based on information that is controlled or approved by authority. Copies of Audited Accounts are to be attached.

	Year 2000	Year 2001
Revenue from Construction		
Total Assets		
Current Assets (describe)		

Separate sheets shall be used as necessary and signed by the Tenderer

FORM OF TENDER INFORMATION TO BE COMPLETED BY TENDERER

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

Tender Schedule TS - 3: Credit Availability and Previous Contracts

The Tenderer shall set out the name and address of a commercial bank which undertakes to provide him with credit together with the total of credit available:

Name of Bank

Total of credit available

The Tenderer shall set out financial details of previous projects undertaken by him during the past 3 years:

Name of Contract	Value of Contract	Name of Employer	Value of Construction	Completion Date	Any Delay
Total					

Additional sheets shall be used as necessary and signed by the Tenderer

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FORM OF TENDER INFORMATION TO BE COMPLETED BY TENDERER

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Package No V

Tender Schedule TS - 4: Experience in Construction

The Tenderer shall set out details of his experience in different types of construction generally together with details of experience over the past 5 years in specialized construction relevant to this project:

Type of Work	Years of Experience

Separate sheets shall be used as necessary and signed by the Tenderer

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FORM OF TENDER INFORMATION TO BE COMPLETED BY TENDERER

**Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V**

Tender Schedule TS – 5A: List of Major Projects for Different Types of Constuction

The Tenderer shall set out details of different projects over the past 5 years listed by type of construction:

Type of Construction	Total Value of Contract	Value by Tenderer	Period of Contract		Employer	Location (province)
			Start	End		

Separate sheets shall be used as necessary and signed by the Tenderer

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FORM OF TENDER INFORMATION TO BE COMPLETED BY TENDERER

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

Tender Schedule TS – 5B: Record Data for Each Project

The Tenderer shall set out details for each project as below:

No of Contract

Date of handing over contract

Name of construction

Name of Employer

Telephone/Fax No

Original Contract Value

Value undertaken by Tenderer

Value of work complete

Value of outstanding work

Original contract duration

Actual contract duration

Principal works by tenderer

(Give quantities and values)

Separate sheets shall be used as necessary and signed by the Tenderer

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MY THUAN PROJECT MANAGEMENT UNIT
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127B Dinh Tien Hoang St, Binh Thanh District Ho Chi Minh City - Viet Nam
Tel: (84 - 8) - 841 0088; Fax: (84 - 8) – 841 1872

FORM OF TENDER INFORMATION TO BE COMPLETED BY TENDERER

**Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V**

Tender Schedule TS – 6A: Summary of Proposed Labour

The Tenderer shall set out a summary of his proposed labour as below:

Category	Name	Age	Years Experience	Knowledge Level	Proposed Assignment	Related Experience

Separate sheets shall be used as necessary and signed by the Tenderer

FORM OF TENDER INFORMATION TO BE COMPLETED BY TENDERER

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

Tender Schedule TS – 6B: Details of Proposed Senior Staff

The Tenderer shall set out details of his proposed senior staff as below:

Position

Full Name

Age

Qualifications

Education

Years experience in construction

- Position
- Period from to
- Type of construction

Period working in similar construction

- Position
- Period from to
- Type of construction

Separate sheets shall be used as necessary and signed by the Tenderer

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Tender Schedule TS - 7: Site Organisation

The Tenderer shall set out his proposed site organisation. This shall include:

- a description of his proposed site organisation
- an organization chart
- a description of the proposed relationship between head office and the site
- details of responsibility assigned to the manager on site

Separate sheets shall be used as necessary and signed by the Tenderer

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Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

Tender Schedule TS - 8: Detailed Proposed Program for Construction

The Tenderer shall set out his proposed program for the construction of the Works.

The program shall include each item of work and shall be detailed to show the following:

- The time and sequence required for executing the Works broken down into activities not exceeding one month.
- Dependencies between items of work as normally identified in Critical Path Analysis methods (in either precedence PERT or precedence GANTT form).
- The minimum duration of each item of work.
- All relevant time, site or other restraints including those imposed by the Tender Documents
- Milestone with their dates
- The sequence of activities which form the critical path for the completion of the project.
- The proposed human resources and plant for each item of work on the critical path.
- Interfaces with work by others
- Any work to be subcontracted with the name of the subcontractor identified

Separate sheets shall be used as necessary and signed by the Tenderer

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Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

Tender Schedule TS – 9: Detailed Proposed Construction Method Statement

The Tenderer shall set out his detailed proposed construction method statement. This shall include but not be limited to:

- the Tenderer's understanding of the nature and scope of the Contractor's Activities;
- the proposed methodology for undertaking the role and responsibilities of the Contractor;
- his understanding of specific issues that may arise and method statements to manage those issues; and
- details of all proposed temporary works

Separate sheets shall be used as necessary and signed by the Tenderer

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Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

Tender Schedule TS - 10: Proposed Plant and Equipment

The Tenderer shall set out his proposed plant and equipment to be used for the construction of the Works:

Description	Quantity	Age	Owner	Hire details	Capacity etc

Separate sheets shall be used as necessary and signed by the Tenderer

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FORM OF TENDER INFORMATION TO BE COMPLETED BY TENDERER

**Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V**

Tender Schedule TS - 12: Proposed Sub-Contractors

The Tenderer shall set out details of any proposed sub-contractors. Information shall include:

- Name
- Address
- Description of Capacity
- Details of Previous Experience Generally over the Past 5 Years
- Details of Previous Experience with Tenderer over the Past 5 Years
- Details of Previous Experience with Employer over the Past 5 Years
- Proposed Work to be Assigned

Separate sheets shall be used as necessary and signed by the Tenderer.

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FORM OF TENDER INFORMATION TO BE COMPLETED BY TENDERER

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Under JBIC Loan Agreement
Package No V

Tender Schedule TS – 13: Proposed Joint Ventures

The Tenderer shall set out details of any proposed joint venture as below:

Name of Joint Venture

Address of head office.....

Telephone/Fax

Names of members

Names of representatives

Details of agreement

 Date of signature

 Place of signature

Proposed division of duties

Separate sheets shall be used as necessary and signed by the Tenderer

FORM OF TENDER INFORMATION TO BE COMPLETED BY TENDERER

**Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V**

Tender Schedule TS - 14 : Schedule of Prices for the Construction of the Works

The Tenderer shall insert his unit price and "total price" obtained by multiplying the unit price and quantity against each item in the Schedule of Prices for Construction of the Works.

The prices, inclusive of all labour, materials, overhead costs and profit, set down against the items shall be taken as the full inclusive value of the finished work shown on the Drawings and/or described in the Specification or which can reasonably be inferred from them, and cover the cost of every description of temporary works required, all the Contractor's obligations under the Contract, and all matters and things necessary for the proper completion and maintenance of the Works.

The Tenderer shall be deemed to have determined and verified the quantities and/or items of work with the Drawings and Specification. If the Tenderer is not satisfied with the items listed in the Schedule, he shall insert and include in the Schedule such items and quantities as computed by himself for which he wishes to enter a price to cover the completion and proper performance of the Contract.

The Schedule will be used in assessing tenders and also progress claims during the construction of the Works. The quantities in the Schedule of Prices for Construction of the Works, including any inserted by the tenderer are his own assessment of the scope of work included in the Contract and shall be fixed and not subject to remeasurement.

**PACKAGE No V. RESETTLEMENT ZONE ON CAN THO SIDE
HUNG PHU AND CHAU THANH DISTRICTS**

Schedule of Prices for the Construction of the Works

Summary

Work Item No.1	Earth Work
Work Item No.2	Road Work
Work Item No.3	Drainage Systems
Work Item No.4	Water Distribution Systems
Work Item No.5	Public Toilet
Work Item No.6	Electrical Distribution Systems
Total Construction Cost	

Bid Price, Written in Words:

**PACKAGE No V. RESETTLEMENT ZONE ON CAN THO SIDE
HUNG PHU AND CHAU THANH DISTRICTS
Schedule of Prices for the Construction of the Works**

Pay Item No.	Description of Work	Unit	Quantity	Rate (฿)	Amount (฿)
1	EARTH WORK				
1-1	Removal of organic material	cu. m	14,200		
1-2	Filling	cu. m	94,500		
	Total ITEM No.1				
2	ROAD WORK				
2-1	Asphalt treatment surface t=50mm	sq. m	5,400		
2-2	Base course t=200mm	sq. m	6,000		
2-3	Sidewalk concrete plate 300x300x75	sq. m	1,950		
2-4	Concrete block 200x200	m	1,150		
2-5	Precast curb & gutter	m	1,200		
	Total ITEM No.2				
3	DRAINAGE SYSTEMS				
3-1	Open U ditch 300x400	m	55		
3-2	Cover U ditch 300x300	m	375		
3-3	Cover U ditch 300x350	m	240		
3-4	Cover U ditch 300x400	m	310		
3-5	Cover U ditch 300x450	m	40		
3-6	Cover U ditch 400x400	m	80		
3-7	Grating cover 400x300	m	7		
3-8	Grating cover 400x400	m	45		
3-9	Drop inlet	each	60		
3-10	Side ditch	m	450		
	Total ITEM No 3				

**PACKAGE No V. RESETTLEMENT ZONE ON CAN THO SIDE
HUNG PHU AND CHAU THANH DISTRICTS
Schedule of Prices for the Construction of the Works continued**

4	WATER DISTRIBUTION SYSTEMS				
4-1	D80 piping	m	915		
4-2	D100 piping	m	135		
4-3	Fitting	LS	1		
4-4	Valve D80	each	14		
4-5	Valve D100	each	5		
4-6	Fire hydrant	each	2		
4-7	Deep Well depth = 100m	m	200		
4-8	Treatment plant Tank and filter 20m ³	LS	1		
4-9	Treatment plant Tank and filter 30m ³	LS	1		
4-10	Treatment plant building	sq. m	130		
4-11	Treatment plant building	sq. m	150		
	Total ITEM No.4				
5	PUBLIC TOILET				
	Public toilet & Septic tank	each	2		
	Total ITEM No.5				
6	ELECTRICAL DISTRIBUTION SYSTEMS				
6-1	Transformer	each	1		
6-2	Transformer	each	1		
6-3	Cable underground	m	140		
6-4	Concrete pole & wiring	m	900		
6-5	Street lighting & fixers	m	900		
	Total ITEM No.6				

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INSTRUCTIONS FOR TENDERING

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

INSTRUCTIONS FOR TENDERING

Can Tho Bridge Construction Project Under JBIC Loan Agreement Package No V

1. Objectives, Basis and Process of Tendering

The tendering process has as its basis the Decree on Tendering No 88 1999-ND-CP of 4 September 1999 issued by the Prime Minister on behalf of the Government and the Regulations on Tendering which accompanied that Decree.

The objective of tendering is to apply objectivity, fairness and competitiveness in the tendering process for the purpose of selecting suitable tenderers and ensuring the economic efficiency of projects.

Tendering shall be carried out on the basis of tender packages.

The process of tendering shall comprise tender preparation, tender organization, tender consideration, evaluation and approval, negotiation for finalization of contracts and signing of contracts.

2. Source of Funds

In accordance with Decision No 1042/QĐ-GTVT of the Minister of Transport, dated 28 April 2000, funds for implementation of Package V of the Can Tho Bridge Project will be drawn from the Counterpart Fund of the State Budget (the Implementation Plan and Cost Estimate of the Land Acquisition and the Resettlement Areas of the Can Tho Bridge Project)

3. Nature of Contract

The contract for which a tender is to be made in accordance with these Conditions of Tendering is a fixed price contract, ie a Package Contract within the meaning of Article 6 of Decree No 88-1999-ND-CP issued by the Government of the Socialist Republic of Viet Nam on 4 September 1999.

The tender shall be for the completion of the whole of the works described and intended in the Tender Documents and shall be executed in accordance therewith.

4. Technical Specifications

Vietnamese current technical specifications shall apply. Details of requirements and specifications are described in Volume II of the Tender Documents.

5. Tender Documents

The Conditions of Contract have been prepared on the basis of previous conditions used by the My Thuan PMU for domestic construction contracts associated with the My Thuan Bridge.

The Tender Documents issued by the My Thuan PMU consist of:

- General Introduction
- Invitation to Tender and Form of Acknowledgment
- Form of Tender
- Appendix to Form of Tender
- Schedules to Form of Tender. Information to be completed by Tenderer
 - Tender Schedule TS - 1: Sources of Materials
 - Tender Schedule TS - 2: Summary of Debit and Credit Assets
 - Tender Schedule TS - 3: Credit Availability and Previous Contracts
 - Tender Schedule TS - 4: Experience in Construction
 - Tender Schedule TS - 5A: List of Major Projects for Different Types of Construction
 - Tender Schedule TS - 5B: Record Data for Each Project
 - Tender Schedule TS - 6A: Summary of Proposed Labour
 - Tender Schedule TS - 6B: Details of Proposed Senior Staff
 - Tender Schedule TS - 7: Site Organisation
 - Tender Schedule TS - 8: Detailed Proposed Program for Construction
 - Tender Schedule TS - 9: Detailed Proposed Construction Method Statement
 - Tender Schedule TS - 10: Proposed Plant and Equipment
 - Tender Schedule TS - 11: Proposed Testing Equipment
 - Tender Schedule TS - 12: Proposed Sub-Contractors
 - Tender Schedule TS - 13: Proposed Joint Ventures
 - Tender Schedule TS - 14: Schedule of Prices for the Construction of the Works
- Instructions for Tendering
- Preferential Conditions
- Various Taxes
- Technical Specifications, Technical Design Documents and Drawings
- Work Progress
- Standard Evaluation of Tenders
- Conditions of Contract
- Form of Tender Security
- Form of Agreement
- Form of Performance Security

6. Information Made Available

Any information made available by My Thuan PMU, whether provided with these Tender Documents or not, is made available for the information of the tenderer and is not intended to form part of the Contract except as specifically referred to in the Tender Documents.

My Thuan PMU does not warrant, guarantee or make any representation about the accuracy or adequacy of such information or data which does not in any way purport to accurately represent complete survey, sub-surface, environmental or other conditions likely to be encountered during the performance of the Works.

The Tenderer shall be fully responsible for the verification of the information made available to him and for any interpretation or conclusion made by himself in regard to site conditions based on it and he acknowledges that such information or data will not form part of any Contract and that My Thuan PMU will not be liable upon any claim by the contractor appointed to execute the Contract arising out of or in connection with the information or data.

7. Tenderer to Inform Himself Fully

Each Tenderer shall:

- Obtain and acquaint himself with all conditions and other all information relevant to a tender conforming to the Tender Documents.

- Examine the Tender Documents, the site and its surroundings, and any other information made available to the Tenderer in writing by the My Thuan PMU or the Design Consultant for the purpose of tendering.
- Examine all information relevant to the risks, contingencies, and other circumstances having an effect on its tender and which is obtainable by the making of reasonable enquiries.
- Satisfy himself as to the correctness and sufficiency of his tender and that his price covers the cost of complying with all obligations of the tender documents and of all matters and things necessary for the due and proper performance and completion of the work described in the Tender Documents (See Clause 12 of the Conditions of Contract).

8. Discrepancies, Errors and Omissions in Tender Documents

Should a Tenderer find any discrepancy, error or omission in the Tender Documents, he shall notify the Design Consultant in writing thereof at the address given in the Invitation to Tender.

9. Clarification of Tender Documents

If a Tenderer is in doubt as to the true meaning of any part of the Tender Documents he shall seek clarification from the Design Consultant, at the address given in the Invitation to Tender.

10. Addenda

My Thuan PMU, at its discretion or arising out of a notification made, or a clarification requested, or other query by a prospective tenderer, may issue an addition or amendment to any aspect of the Tender Documents. Such addition or amendment will be in the form of an Addendum to the Tender Documents which will clarify or modify the Tender Documents and will form part of the Tender Documents.

In the case of an addendum clarifying an enquiry from a tenderer the Addendum will identify the enquiry as well as respond to it. The identity of the tenderer initiating the enquiry will not be made known.

Copies of each Addendum will be distributed to every tenderer who has accepted the Letter of Invitation. Recipients shall acknowledge receipt of each Addendum by signing and returning to the Design Consultant the receipt form provided with the Addendum.

All Addenda in response to enquiries received from tenderers at the latest 28 days before the date for submission of tenders will be issued at the latest 21 days before the date for submission of tenders

11. Briefing and Site Inspection

Representatives of each Tenderer will be required to attend a briefing on the project by the PMU My Thuan at the Peoples Committee Building in Can Tho, commencing at 9.00 am. on the date given in the Invitation to Tender, and a conducted site visit for an inspection of the resettlement zone site immediately thereafter

Formal confirmation of matters raised and answered during the briefing and conducted site visit will be prepared and issued as an Addendum to the Tender Documents.

Tenderers are advised that attendance at the meeting and site inspection by the Tenderer or a competent representative is a condition precedent to the submission of a tender.

A Tenderer may inspect the site at any other time, but the Project Manager and the Design Consultant will only be available for the accompanied site inspection.

To gain access to the site for further visits to inspect the site, or for the carrying out of any trials or for obtaining any samples from the site, permission shall be sought through the Design Consultant, who will make the necessary arrangements for access with the Vietnamese authorities.

It is a condition that any persons, firms or companies visiting the site at any time will be responsible for, and will release and indemnify My Thuan PMU and the Design Consultant and their servants and agents from and against, all liabilities in respect of personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused (whether by the act or neglect of the My Thuan PMU or the Design Consultant or their servants or agents or not) which but for such visit would not have arisen.

12. Additional Queries

Any queries not raised at the briefing and joint site inspection shall be addressed to the Design Consultant at the address given in the Invitation to Tender.

Such queries will be answered by means of Addenda to the Tender Documents.

13. Completion of Tender Documents

The tender itself shall be signed by a person duly authorized to bind the tenderer and whose power of attorney indicating such authority shall be submitted with the tender. This power of attorney shall be certified by a notary public.

Each tender shall contain an address, telephone number and fax number for service of any notice necessary or required to be, or which may be, served on, or given to, the tenderer in connection with his tender.

Any correction, erasure or overwriting in the tender submitted shall be duly initialed by the person who signed the tender as shall every page of the submission.

In the event of there being any discrepancy between the original and any of the duplicates, the original shall prevail.

No unauthorized alteration shall be made to the Form of Tender, Schedule of Prices or the Schedules of Rates or to any other of the Tender Documents issued by My Thuan PMU. If any such alteration is made or if the Schedules of Prices and Rates are not properly completed or if the Conditions of Tendering are not fully complied with, the tender may be rejected.

14. Language Of The Tender

The tender, as well as all accompanying documents, and any communication with My Thuan PMU or the Design Consultant, shall be in English. In case any printed literature accompanying the tender is in another language, it shall be supplemented by an officially certified translation in English. For the purposes of interpretation of the tender, the English translation shall prevail.

15. Documents to be Submitted

The following documents shall be duly completed and submitted and shall form part of the Tender proposal. Wherever possible they shall be assembled in the sequence shown below and be referenced by the same numeric characters.

- Tender Security as specified in Clause 26 of these Conditions of Tendering
- Form of Tender
- Appendix to Form of Tender
- Schedules to Form of Tender. Information to be completed by Tenderer
 - Tender Schedule TS - 1: Sources of Materials
 - Tender Schedule TS - 2: Summary of Debit and Credit Assets
 - Tender Schedule TS - 3: Credit Availability and Previous Contracts
 - Tender Schedule TS - 4: Experience in Construction
 - Tender Schedule TS - 5A: List of Major Projects for Different Types of Constuction
 - Tender Schedule TS - 5B: Record Data for Each Project
 - Tender Schedule TS - 6A: Summary of Proposed Labour
 - Tender Schedule TS - 6B: Details of Proposed Senior Staff

Tender Schedule TS - 7:	Site Organisation
Tender Schedule TS - 8:	Detailed Proposed Program for Construction
Tender Schedule TS - 9:	Detailed Proposed Construction Method Statement
Tender Schedule TS - 10:	Proposed Plant and Equipment
Tender Schedule TS - 11:	Proposed Testing Equipment
Tender Schedule TS - 12:	Proposed Sub-Contractors
Tender Schedule TS - 13:	Proposed Joint Ventures
Tender Schedule TS - 14 :	Schedule of Prices for the Construction of the Works

- Form of Agreement
- All Tender Addenda issued by My Thuan PMU.
- Power(s) of Attorney for person(s) signing the tender duly certified as required by these Conditions.
- A certified copy of the tenderer's business licence (the licences of all members of a joint venture or consortium)
- In the case of a joint venture or consortium a declaration that each member shall be jointly and severally responsible
- Any other details required in the Tender Documents or any supporting literature or information which may be appropriate.

Acceptance by My Thuan PMU of any part of the information submitted as Schedules to the Form of Tender should not be taken as general approval of their suitability for the works.

The attention of tenderers is drawn specifically to the requirement for tenderers to submit a detailed construction program and method statement together with all other documentation which demonstrates that the tenderer has a clear understanding of the issues involved and that he will provide the resources necessary for the expeditious execution of the works.

Tenders which fail to demonstrate that the tenderer has a clear understanding of the issues involved and that he will provide the personnel, plant and equipment necessary for the expeditious execution of the Works shall be deemed to be non-conforming.

16. Business Licence

Tenderers are required to submit a certified copy of their Business Licence

17. Supplementary Information

Tenderers should submit documents introducing their capabilities and experience as well as that of any subcontractors

18. Procedure for Submission of Tenders

Tenders shall be submitted in 4 identical copies, comprising of an original (marked ORIGINAL) and 3 duplicates (each marked DUPLICATE) enclosed in a single (or more if absolutely necessary), closed and sealed package which shall be addressed and endorsed in accordance with the requirements given in the Invitation to Tender.

Tenders shall be delivered to the tender box at the required address by hand only so as to arrive before 09.00 am on the date stated in the Letter of Invitation. Tenders received after this time will be returned unopened. A tender which gets opened prior to the official time due to incorrect markings may be disqualified.

19. Tender Submitted by a Joint Venture or Consortium

A tender submitted by a group of two or more firms forming a joint venture or consortium shall be signed by each member firm. A certified copy of the Business Licence of each member of any joint venture or consortium shall be submitted.

Member firms of such groups shall be jointly and severally responsible for the performance of all obligations and the discharge of all liabilities under the Contract of all the members of the joint venture or consortium.

20. Tender Submitted by a Subsidiary Company

A tender submitted by a tenderer who is related or subsidiary to a parent or holding company shall include a guarantee and indemnity for the performance of all of his obligations and the discharge of all of his liabilities under the Contract from his ultimate holding company.

21. Validity of the Tenders

Tenders shall be valid for the period stated in the Letter of Invitation counted from the date of opening of tenders.

My Thuan PMU may solicit a tenderer's consent to an extension of the period of tender validity. The request and the responses thereto shall be made in writing (by letter or fax) and, if the tenderer agrees to the extension request, the validity of the tender security shall also be similarly extended. A tenderer may refuse the request without forfeiting his tender security but a tenderer granting the request will not be required or permitted to modify his tender.

22. Tender Security

Tenderers shall furnish a tender security for the amount specified in the Letter of Invitation. The Tender Security shall be inserted in its own envelope and enclosed with the tender. It shall be a bank guarantee from a Vietnamese bank acceptable to My Thuan PMU in the form shown in Appendix A to these Conditions of Tendering and it shall remain in force and effect until the date 30 days after the expiry of the tender validity period.

Any tenderer who fails to submit a fully conforming tender security will be rejected as being non-responsive.

Tender securities of unsuccessful tenderers will be returned promptly after expiry of the above-mentioned period including any extensions thereof.

23. Right to Accept or Reject Any or All Tenders

My Thuan PMU shall not be bound to accept the lowest or any tender.

My Thuan PMU reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to award of a Contract without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for My Thuan PMU's action.

A tenderer whose tender is not accepted shall have no recourse against My Thuan PMU nor receive any indemnity whatsoever. Under all circumstances, My Thuan PMU reserves the right to make the final decision on the selection of a successful tender or to reject all tenders. No claims shall be made by any tenderer against My Thuan PMU upon such action.

24. Interference in Evaluation

While tenders are under consideration, tenderers and their representatives or other interested parties shall refrain from contacting by any means any personnel or representative of My Thuan PMU on matters relating to the tenders under consideration, except in direct response to a written enquiry initiated by My Thuan PMU. Any effort to unduly influence My Thuan PMU shall disqualify the tenderer.

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PREFERENTIAL CONDITIONS

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

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PREFERENTIAL CONDITIONS

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Under JBIC Loan Agreement
Package No V**

There are no preferential conditions applying to this Contract

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VARIOUS TAXES

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

VARIOUS TAXES

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

1 Lawful Taxes and Duties

Specifically the Schedule of Prices for the Construction of the Works and the rates and amounts entered therein shall be deemed to cover all the Contractor's liabilities and obligations in respect of all taxes and duties in Viet Nam or elsewhere.

2 Quantities in the Schedule of Prices

The Contractor's shall make his own assessment of the scope of work included in the Contract Price and shall verify that the estimated quantities in the Schedule of Prices are correct.

The Tenderer shall be deemed to have determined and verified the quantities and items of work with the Drawings and Specification prior to submitting his Tender and, if the Tenderer remains not satisfied with the quantities or items listed in the Schedules at the time of submitting his Tender, he shall insert and include any such items and quantities as computed by him for which he wishes to enter a price to cover the completion and proper performance of the Contract.

3 Rates and Prices to be for Work Complete

The items set forth in the Schedule of Prices for the Construction of the Works and the rates and prices inserted by the tenderer therein shall, except insofar as may be otherwise expressly provided in the Contract, be deemed to include for all requirements and obligations whether expressed or implied and to cover all the Contractor's liabilities and obligations and all matters and things manifestly and contingently necessary for the proper construction and completion of the Works as specified in or reasonably to be inferred from the Contract including, but not limited to, temporary accommodations, traffic safety, environment protection, mobilization, tests, insurance of vehicles and persons.

No further payment shall be made in respect of anything described in the Contract for which apparently no corresponding item is given in the Schedule of Prices and the cost thereof shall be deemed to be included in the rates and amounts as aforesaid.

4 Contract Price

The Contract Price shall be fixed prior to award of the Contract and the quantities making up this price will not be subject to remeasurement.

5 Currencies of Tender

Rates and prices in the Tender shall be quoted Vietnamese Dong.

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My Thuan Project Management Unit (My Thuan PMU)
127B Dinh Tien Hoang St, Binh Thanh District Ho Chi Minh City - Viet Nam
Tel: (84 - 8) - 841 0088; Fax: (84 - 8) - 841 1872**

TECHNICAL SPECIFICATION, TECHNICAL DESIGN DOCUMENT AND DRAWINGS

**Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V**

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TECHNICAL SPECIFICATION, TECHNICAL DESIGN DOCUMENT AND DRAWINGS

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See: Technical Specifications in Volume II, and Technical Design Documents and Drawings in Volume III

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WORK PROGRESS

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WORK PROGRESS

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1. Contractor's Programme and Progress

See: Conditions of Contract in Section 10

2. Time for Completion

See: Conditions of Contract in Section 10

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STANDARD EVALUATION OF TENDERS
(Including method of converting all tenders to a
common basis)

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

STANDARD EVALUATION OF TENDERS

**Can Tho Bridge Construction Project
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1. Opening of Tenders

After all tenders submitted on time are received in their original form and kept by My Thuan PMU in accordance with the regulations on archiving of confidential documents, the tenders shall be opened publicly at the time, on the date and at the location stated in the tender invitation documents and within a period not exceeding forty eight (48) hours from the deadline for tender submission (except for holidays provided by law).

The minutes of the tender opening shall include the following main contents:

- Name of the tender package;
- Date, time and location of the tender opening;
- Names and addresses of the tenderers;
- Tender price, tender guarantee and time schedules for performance;
- Other relevant contents.

Representative(s) of My Thuan PMU and participating tenderers will sign the minutes of the tender opening.

After the tender opening, My Thuan PMU will sign on each page of the original copy of the tenders for certification prior to assessment and retention in accordance with the regulations on archiving of confidential documents which shall be used as a legal basis for assessment and consideration.

2. Clarification of Tenders

In the evaluation and examination of tenders, My Thuan PMU may seek clarification from tenderers. Tenderers shall provide only the clarification asked for and shall not in any way cause a change in the substance of the tender or in the prices quoted.

3. Evaluation and Comparison of Tenders

The objective in evaluating Tenders is to obtain the best value for money and not necessarily the lowest price. In addition to the consideration of price and compliance with the Tender Documents, the following factors will be taken into consideration in the assessment of Tenders.

- technical, management, physical and financial resources
- reputation within the Industry
- extent of construction experience on similar projects
- ability to perform within contract time
- financial capacity
- pricing structure of tender schedules

- extent of minimisation of risk to the Government of Viet Nam

Prior to making the detailed evaluation of tenders, My Thuan PMU will determine the substantial responsiveness of each tender to the tender documents issued by My Thuan PMU. My Thuan PMU's determination of a tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence though, if appropriate, My Thuan PMU may seek written clarification from a tenderer on any point of doubt. In this case, the requirements of Clause 35 of these conditions shall be noted and adhered to by tenderers when giving their reply.

A tender which contains unacceptable or inadequate details will be determined as substantially non-responsive and will be rejected by My Thuan PMU, whose decision to determine responsiveness shall be regarded as final. My Thuan PMU may waive any minor informality, non-conformity or irregularity in a tender which does not constitute a material deviation.

Tenders which are determined as substantially responsive will be evaluated technically to determine the tenderer's response to the factors identified above.

My Thuan PMU will examine the schedules of prices and rates to determine whether these are complete and whether any computational errors have been made. My Thuan PMU will also examine all documents to determine whether these have been properly signed and are generally in order.

Arithmetical errors in the Schedule of Prices for the Construction of the Works will be rectified on the basis that if there is a discrepancy between the unit price and the "total price" obtained by multiplying the unit price and quantity, the "total price" shall prevail and the "unit price" shall be corrected. If there is a discrepancy between the "total prices" (resulting from multiplication of the unit price and quantity) and the summation of these and/or the total entered as the fixed price in the Summary of the Schedule of Prices, the fixed price of the tender total shall prevail and the "total prices", and the unit prices as appropriate shall be corrected.

4. Notification of Award

The successful tenderer will be notified by facsimile or registered letter that his tender has been accepted. If, after receipt of such notification, he fails to complete the formalities stated in Clauses 31 and 32 hereinafter within the stipulated time, or such extended time as may be given by My Thuan PMU, his tender security shall be forfeited. In this case My Thuan PMU may, if appropriate, issue such a notification to another tenderer.

5. Performance Security

The successful tenderer shall obtain and provide to My Thuan PMU a security for his proper performance of the contract 14 calendar days of completion of the Contract Agreement, in accordance with the Conditions of Contract.

6. Signature of Contract

The successful tenderer shall sign a formal contract in the form included in this Volume 1 of these documents within 28 days after the date of the Letter of Acceptance. This contract shall incorporate all agreements between the parties.

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CONDITIONS OF CONTRACT

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

CONDITIONS OF CONTRACT

Can Tho Bridge Construction Project Under JBIC Loan Agreement Package No V

1. Basis of Contract

The contract has as its basis the Decree on Tendering No 88 1999-ND-CP of 4 September 1999 issued by the Prime Minister on behalf of the Government and the Regulations on Tendering which accompanied that Decree.

The Contract shall be carried out in accordance with the laws of the Socialist Republic of Viet Nam including any regulation, or byelaw of any local or other duly constituted authority in relation to the Works.

2. Definitions and Description

Words in this Contract are understood to have meanings as follows:

- "Works" means the works described or implied in the General Introduction or elsewhere in this Document including any temporary works that may be required
- "Contract" means these Conditions, the Outline Specification, the Outline Drawings, the completed Schedule of Rates and Prices, the completed Contract Agreement, and such further documents as may be expressly incorporated in the Contract Agreement, and all of which are incorporated in the two volumes of this document
- Contract Agreement means the signed agreement, the form of which is given after these Conditions of Contract.
- "Contract Price" means the sum stated in the Contract Agreement as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract including all temporary works, personnel, plant, equipment and risks associated with the Contract.
- "Contractor" means the person whose tender has been accepted by the Employer
- "Employer" means the Ministry of Transport (MOT), represented by PMU My Thuan.
- "Inspector" means the individual or business appointed by PMU My Thuan for the purposes of inspecting the construction execution and assessing the value of payments due to the Contractor.

3. Inspector and Authorized Persons

The Inspector has the power and duties stated or implied in the Contract to safeguard the interests of the Employer.

These include:

- Inspection of progress of work
- Inspection of the quality of construction
- Inspection of testing being carried out by the contractor and the power to require the execution of additional testing when necessary

- Evaluation of the quality and quantity of work to establish the amount of interim payments to the Contractor
- Certification of the completion of the works as they are completed.
- Inspection and acceptance of test certificates, quantity records and other records to be submitted by the Contractor as required by the Inspector including "as built" records.
- Clarification of the requirements, stated or implied, in the Contract and ensuring the Contractor is made aware of them
- Checking and identifying any unforeseen conditions or quantities
- Enforcement of traffic safety, hygiene and environmental standards by the contractor.
- Preparation of reports of quality, quantity and progress to send to the employer.

Except as expressly stated in the Contract, the Inspector shall have no authority to relieve the Contractor of any of his obligations under the Contract and any acceptance or approval by the Inspector shall not relieve the Contractor of any of his responsibilities under the Contract.

Any communication given by the Inspector to the Contractor shall have the same effect as though it had been given by the Employer.

Provided that:

- any failure of the Inspector to disapprove any work, materials or plant shall not prejudice the authority of the Employer to disapprove such work, materials or plant and to give instructions for the rectification thereof; and
- if the Contractor questions any communication of the Inspector he may refer the matter to the Employer who shall confirm, reverse or vary the contents of such communication.

The Inspector may appoint any number of persons to assist in the carrying out of his duties. He shall notify to the Contractor the names, duties and scope of authority of such person. Any instructions given by any of them for those purposes of carrying out those duties shall be deemed to have been given by the Inspector.

4. Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Inspector. The priority of the documents forming the Contract shall be as follows:

- (1) The Contract Agreement;
- (2) The Conditions of Contract;
- (3) Any other document clarifying the Tender and incorporated into Volume 1 of this Document;
- (4) The outline specification;
- (5) The outline drawings, and;
- (6) The Tender.

5. Supply of Outline Design Documents

The Employer will supply three sets of outline design documents including outline drawings and outline specification to the contractor, free of charge. These will be supplied as a negative plus two prints. Where possible they will also be supplied in electronic format. The Contractor may make further copies at his own cost.

If, during the progress of the Works, the employer requires design or other changes the employer will notify the Contractor of his requirements including further outline drawings and outline specification as necessary such that the contractor's schedule of work is not affected

If the employer fails to provide the Contractor with his requirements in time the contractor will be entitled to an extension of time for the completion of the contract and to be compensated as per any approved estimate of the Employer.

6. General Responsibilities of the Contractor

The contractor has overall and total responsibility to the Employer and to the Government for the timeliness and quality of the detailed design and the construction of the Works.

The Contractor shall, with due care and diligence, design, execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, plant, equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects.

The Contractor shall give prompt notice to the Inspector, with a copy to the Employer, of any error, omission, fault or other defect in the design of or Specification for the Works which he discovers when reviewing the Contract or executing the Works.

7. Assignment and Subcontracting

The Contractor shall not assign any part of the Contract

The Contractor shall not subcontract any part of the Works without the prior consent of the Inspector. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

8. Performance Security

In accordance with Regulation from Decision No 35/1999/QD-BXD of the Ministry of Construction dated 12 November 1999 within 14 calendar days of completion of the Contract Agreement and before commencing any of the Works the Contractor shall provide the Employer, through the Inspector, a security for his proper performance of the Works (Performance Security). The security shall be a bank guarantee from a bank acceptable to the Employer in the form shown in these Conditions (which has a validity until at least the end of the warranty period) and shall be for an amount equal to 10% of the Contract Price.

9. Preparation of Detailed Design Documents

The Contractor shall prepare detailed designs, drawings and technical specifications for the Works and shall submit three copies of these to the Inspector for acceptance. The Contractor shall allow a minimum of 21 days for the Inspector's acceptance, or rejection, of these documents.

10. Contractor's Superintendence

The Contractor shall provide all necessary superintendence during the execution of the Works. The Contractor shall appoint a competent and authorized representative to give his whole time to the superintendence of the Works and to receive, on behalf of the Contractor, instructions from the Inspector.

The Contractor shall provide for the execution of the Works and the remedying of any defects therein:

- technical assistants skilled and experienced in their respective callings
- foremen and leading hands competent to give proper superintendence, and
- skilled, semi-skilled and unskilled labour

such as are necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

The Inspector shall be at liberty to object to, and require the Contractor to remove forthwith from the Works, any person provided by the Contractor, including the Contractor's authorized representative, who, in the opinion of the Inspector, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Inspector to be undesirable. Such person shall not be

again allowed upon the Works without the consent of the Inspector. Any person so removed from the Works shall be replaced as soon as possible.

11. Care of the Works

The Contractor shall take full responsibility for the care of the Works and materials for incorporation therein from the start of the Works until the date on which construction was completed as certified by the Inspector, when the responsibility shall pass to the Employer

If any loss or damage happens to any part of the Work, or materials during the period for which the Contractor is responsible, from any cause whatsoever, other than the Employer's risks defined below, the Contractor shall, at his own cost, rectify such loss or damage so that the Works conform in every respect with the provisions of the Contract to the satisfaction of the Inspector. The Contractor shall also be liable for any loss or damage to the Works caused by him during the warranty period

12. Employer's Risks

In accordance with regulations at Item II of Risk Insurance Regulations on Construction promulgated along with Decision No 663 TC/QD TCNH of the Ministry of Finance the Employer's risks are:

- war, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection, or military or usurped power, or civil war,
- ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste form the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works,
- Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract,
- Loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and
- Any operation of the forces of nature against which an experienced contractor could not reasonably have expected to take precautions.

13. Insurance of the Works and Contractor's Equipment

The Contractor shall insure:

- the Works, together with all materials for incorporation therein, for the Contract Price plus 15 per cent to cover any additional or incidental costs, and
- the Contractor' equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

The insurance of the Works shall be in the joint names of the Contractor and the Employer and shall cover them both against all loss or damage from all causes other than those arising out of the Employer's risks set out in the preceding clause from the start of the Works to the completion of construction, and shall cover the Contractor for his liability during the warranty period for loss or damage arising from a cause occurring prior to the warranty period, and for loss or damage occasioned by the Contractor during the warranty period

14. Third Party Insurance

The Contractor shall, without limiting any of either's obligations, insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person or loss or damage to any property arising out of the performance of the Contract, other than claims in respect of the occupation of land by the Works, the right of the Employer to execute the Works and damage which is the unavoidable result of the Works being carried out in accordance with the Contract.

The minimum amount of such third party insurance shall be £25 Billion per occurrence with the number of occurrences unlimited.

15. Evidence of Insurances

The Contractor shall demonstrate to the Inspector that he has obtained all required insurances prior to commencing the Works.

16. Sufficiency of Tender

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and all information available in connection therewith and to have satisfied himself before submitting his Tender, as to all relevant conditions. In general he shall be deemed to have obtained all necessary information as to risk, contingencies and all other circumstances which may influence or affect his Tender.

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Schedule of Rates and Prices, all of which shall cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

17. Not Foreseeable Physical Obstructions or Conditions

If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions which were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall inform the Inspector. If the Inspector agrees that such obstructions or conditions could not have been reasonably foreseen by an experienced contractor he shall assess and submit to the Employer for approval by Government:

- any extension of time to which the Contractor is entitled, and
- the amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered.

18. Possession of the Site and Commencement

The area of land provided to the Contractor for the Works including any temporary establishment areas are specified in the drawings issued as part of these documents. The Contractor will be given possession of this land immediately upon him providing the Performance Bond to the Employer.

If the Employer fails to give possession and the Contractor suffers delay and/or incurs costs the Inspector shall assess the amount of such costs and any extension of time to which the Contractor is entitled and submit his assessment to the Employer for approval by Government.

The Contractor may request from the Inspector an increased area of land for his temporary establishment at any stage. Such request will be passed to the Employer who will use his best endeavours to make such additional land available. There is no guarantee that this can be done however.

The Contractor shall commence the Works within 14 days of being given possession of the site.

19. Contractor's Programme and Progress

Before commencing the Works, the Contractor shall prepare a programme for the detailed design and execution of the Works in accordance with the tender documents and submit it to the Inspector for his acceptance. The Contractor shall provide with his programme a detailed statement of the methods and arrangements which he proposes to adopt for the execution of the Works.

The Contractor shall attend progress and other meetings on site as requested by the Engineer.

The Contractor shall submit every two weeks a narrative report summarizing significant progress or problems encountered during the preceding fortnight in respect to all parts of the work under the Contract including reasoned and detailed comments in respect to:

- activities or items completed during the month, including dates of completion;
- activities or items scheduled for completion during the month but not completed (showing details of intended remedial action and comments as to likely effects on the date for completion of whole of the Works);
- changes to the critical path;
- activities or items re-scheduled or re-estimated by the Contractor;
- additional or deleted activities or items;
- a description of any matters which currently have a positive or adverse effect on the execution of the ;
- future up-to-date target dates for the finalization of the items highlighting any changes to the date for completion of the whole of the Works;
- details of any other matters affecting or likely to affect the progress and cost of the Works, including (without limitation) a forecast final cost of the Works.

If at any time it should appear to the Inspector that the actual progress of the Works does not conform to the accepted programme the Contractor shall produce a revised programme and method statement showing the modifications necessary to ensure completion of the Works on time.

The submission to and acceptance by the Inspector of such programs and method statements shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

20. Time for Completion

The whole of the Works shall be completed to the satisfaction of the Inspector within the time stated in the Appendix to Tender calculated from the date of completion of the Contract Agreement, or such extended time as may be allowed by the Inspector and approved by the Employer and Government.

The Inspector shall certify the date on which the Works were completed (Completion of Construction Certificate).

If the Contractor fails to complete the Works within the required time then the Contractor shall pay to the Employer the liquidated damages stated in the Appendix to Tender for every day or part of a day that the Contractor is late. The Employer may deduct the amount of such damages from any monies due to the Contractor. The payment or deduction for such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

21. Warranty Period and Security

The Contractor shall deliver the Works to the Employer at the end of the Warranty Period in a condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Inspector. Any defects which are, or become, apparent during the Warranty Period shall be rectified by the Contractor as quickly as possible.

The Warranty Period shall extend from the date on which the Inspector certified that the Works were completed for a period of 365 days or until such time as all defects which remain to be rectified at the end of the 365 days have been rectified. The Inspector shall certify (Final Certificate) when the Contractor's obligations during the Warranty Period have been discharged

Upon the issue of the Completion of Construction Certificate the Contractor may provide the Employer, through the Inspector, with a security for his proper performance during the Warranty Period (Warranty Security). The security shall be a bank guarantee from a bank acceptable to the Employer in the form shown as Appendix B to these Conditions (which has a validity until at least the end of the warranty period) and shall be for an amount equal to 5% of the Contract Price. Upon receipt of the Warranty Security the Employer will return the Performance Security.

22. Quality Control

The contractor shall prepare and submit to the Inspector for acceptance a plan and measuring system to ensure construction quality. He shall establish an independent quality control department to manage his construction quality using professional skill to ensure a quality product that achieves good results

The contractor shall supply all appliances and equipment for testing and the Contractor's quality control department shall implement all testing work and check the quality of material to be incorporated in the Works on a regular basis in accordance with his plan. All testing and checking evaluations are to be recorded accurately.

The Inspector, the Employer or some other person on their behalf may, on a frequent or random basis, inspect the Works or any place where any part of the Works is being produced. The contractor shall provide documentation showing quality control, techniques, manpower, appliances and equipment being used as well as all testing equipment to assist the Inspector or the Employer with their inspections.

If Contractor's quality control department or the Inspector finds poor material quality or bad execution of work, the contractor shall agree on a solution to ensure the quality of the Works with the Inspector and then the Contractor shall implement it.

If any fault or defect becomes apparent the contractor shall not reverse the situation. He shall report the fault or defect to the Inspector as early as possible to determine an appropriate response and record details of the incident accurately.

23. Examination of Work before Covering up

No part of the Works shall be covered up or put out of view without the approval of the Inspector. The Contractor shall give 24 hours notice to the Inspector whenever any part of the Works which is about to be covered up or put out of view is ready for examination and the Inspector shall, without unreasonable delay, examine and measure any such part of the Works.

The Inspector will require the Contractor to uncover any work that has been put out of view before he has had the opportunity to examine or measure it.

The Inspector may also require the Contractor to uncover work that has been put out of view after he has approved it being covered up. If the work so uncovered is found to be not in accordance with the requirements of the Contract the Contractor shall rectify the work without additional payment. If the work uncovered is found to be in accordance with the Contract the Contractor will be paid any additional cost, as agreed with the Inspector, for the uncovering and reinstating of the work

24. Removal of Improper Work or Materials

The Inspector shall have authority to issue instructions from time to time, for:

- the removal from the Site of any materials which, in his opinion, are not in accordance with the Contract,
- the substitution of proper and suitable materials or Plant, and
- the removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefor, of any work which, in respect of design, materials or workmanship is not, in the opinion of the Inspector, in accordance with the Contract.

If the Contractor fails to carry out such instruction within a reasonable time or any time specified the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall be determined by the Engineer and shall be recoverable from the Contractor by the Employer.

25. Responsibility for Safety, the Environment and Local Infrastructure

The Contractor shall, during the Works keep the Site in an orderly and safe state. This shall include all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Inspector.

The Contractor shall protect the environment on and off the Site and avoid damage, nuisance or inconvenience, including restriction of access, to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

The Contractor shall prevent any of the roads, bridges or waterways on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Subcontractors. In particular, the Contractor shall select routes, vehicles and vessels to restrict and distribute loads so that any extraordinary traffic from and to the Site shall be limited. If necessary the Contractor shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any road or waterway to prevent damage.

26. Clearance of the Site

When the construction is completed the Contractor shall clear away and remove all his equipment, surplus material, rubbish and temporary works of every kind, and leave the Works clean and in a workmanlike condition to the satisfaction of the Inspector.

27. As-Built Drawings

As the work progresses the Contractor shall mark up a set of drawings showing the "as-built" condition of the Works.

Before the Inspector can certify the completion of construction the Contractor shall submit to the Inspector final set of agreed "as-built" drawings. This shall be in the form of a negative and 2 prints as well as in electronic format.

28. Changes to the Works

The Inspector may propose or make any change to the form, quality or quantity of the Works and he shall have the authority to instruct the Contractor to:

- increase or decrease the quantity of any work,
- omit any work,
- change any work, including any levels, lines, positions and dimensions
- execute additional work, or
- change any specified sequence or timing of any work.

The Contractor shall prepare such detailed design documents for any change, or proposed change, as are necessary and submit them to the Inspector for acceptance.

As soon as possible after receiving an instruction to change the Works, or a proposal to change the Works, the Contractor shall inform the Inspector of his estimated value of the change and his estimate of the effects of the change, if any, on his programme. The value estimate shall be based on rates included in the Schedule of Rates which forms part of the Contractor's tender. If there are no applicable rates in the Schedule the value, as well as any increased time, shall be agreed between the Inspector and the Contractor or, if agreement cannot be reached, the decision of the Inspector shall prevail.

The Contractor shall proceed with a change in accordance with any instruction from the Inspector but not in response to a proposal from the Inspector.

29. Monthly Measurement and Payment

Before the 4th day of each month the Contractor shall submit to the Inspector a statement detailing the quantity of work completed up to the end of the previous month together with his estimated value of such work. The value estimate shall be based on rates included in the Schedule of Rates which forms part of the Contractor's

tender. The quantity of work done, and the associated value, shall be agreed between the Inspector and the Contractor or, if agreement cannot be reached the decision of the Inspector shall prevail.

The quantity and value of the work done shall be based on the latest measurement notwithstanding that previous measurements might have been greater.

The Inspector shall, within 14 days of receiving the Contractor's statement, issue a certificate (Payment Certificate) to the Employer stating the agreed value or, if no agreement was reached, his prevailing decision of the value, of the work completed. In accordance with Circular No 63/TC/DTPT of the Ministry of Finance dated 2 November 1996, the Employer shall, subject to deduction of any other amounts due from the Contractor to the Employer, pay the value of the work completed, less any previous sums paid, to the Contractor within 14 days of being so informed.

30. Final Measurement and Certificate

Within 28 days of the issue of the Final Certificate the Contractor shall provide a statement showing the final value of the completed work up to the date of the Certificate together with a summary of sums received from the Employer under the Contract and a statement, in detail, showing any further sums the Contractor considers due to him.

31. Approval only by Final Certificate

Only the Final Certificate shall be deemed to constitute approval of the Works.

32. Indemnities

The Contractor shall indemnify the Employer against

- death of or injury to any person, or loss of or damage to any property (other than the Works), which is as a consequence of the Works
- all claims, penalties and liability of every kind arising out of any breach of any the provisions of the Contract by the Contractor.

Provided always that the Employer shall be responsible for obtaining all permissions required for the Works to proceed and shall indemnify the Contractor against any claims in respect of the occupation of land by the Works, the right of the Employer to execute the Works, damage which is the unavoidable result of the Works being carried out in accordance with the Contract, and death or injury or loss of or damage to property resulting from any act or neglect of the Employer.

33. Default of Contractor

If the Contractor becomes insolvent, or if any act is done or event occurs which has a substantial effect on the Contractor's solvency, or if the Contractor, despite written warning from the Inspector, has persistently or flagrantly neglected to comply with any of his obligations under the Contract then the Employer may, after giving 14 days' notice to the Contractor, enter upon the Works and terminate the employment of the Contractor. Such termination will not release the Contractor from any of his obligations or liabilities under the Contract, or affect the rights and authorities conferred on the Employer or the Inspector by the Contract. The Employer may then complete the Works using another contractor and/or any of the Contractor's Equipment, Temporary Works and materials as he wishes

34. Default of Employer

If the Employer:

- is more than 28 days late in paying the Contractor, subject to any deduction that the Employer is entitled to make under the Contract,
- interferes with or obstructs the Contractor,

- becomes insolvent, or if any act is done or event occurs which has a substantial effect on the Employer's solvency, or
- gives notice to the Contractor that it is impossible for him to meet his obligations or liabilities under the Contract,

the Contractor shall be entitled to terminate his employment under the Contract by giving notice to the Employer. Such termination shall take effect 14 days after the giving of the notice.

35. Dispute Resolution

If a dispute arises between the Employer and the Contractor, including any dispute as to any opinion instruction or certificate of the Inspector, the matter in dispute shall be referred in writing to the Ministry of Transport, with a copy to the other party.

Unless the Contractor's employment has already been terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract

If either the Employer or the Contractor is dissatisfied with any decision of the Ministry of Transport, or if the Ministry of Transport fails to make a decision on the dispute within eighty four days after being asked to, then either the Employer or the Contractor may commence proceedings in the Economic Court in HCMC or Hanoi to arbitrate as per current laws.

**SOCIALIST REPUBLIC OF VIET NAM
MINISTRY OF TRANSPORT
MY THUAN PROJECT MANAGEMENT UNIT
My Thuan Project Management Unit (My Thuan PMU)
127B Dinh Tien Hoang St, Binh Thanh District Ho Chi Minh City - Viet Nam
Tel: (84 - 8) - 841 0088; Fax: (84 - 8) - 841 1872**

FORM OF TENDER SECURITY

**Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V**

SOCIALIST REPUBLIC OF VIET NAM
MINISTRY OF TRANSPORT
MY THUAN PROJECT MANAGEMENT UNIT
My Thuan Project Management Unit (My Thuan PMU)
127B Dinh Tien Hoang St, Binh Thanh District Ho Chi Minh City - Viet Nam
Tel: (84 - 8) - 841 0088; Fax: (84 - 8) - 841 1872

FORM OF TENDER SECURITY

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

No. _____

Date _____

WHEREAS, _____ (Name of Tenderer) (hereinafter called the "Tenderer"), whose registered office is at _____ (Address), has submitted his tender (hereinafter called the Tender) dated _____ (Date) to My Thuan PMU for the construction and completion of Can Tho Bridge, Package No V, Resettlement Areas Located in Hung Phu and Chau Thanh Districts of Can Tho Province.

AND WHEREAS it has been agreed that the Tenderer shall obtain and provide a security for his proper adherence to the Conditions of Tendering,

We, _____ (Name of a State Bank or a Private Bank in Vietnam) (hereinafter called the Guarantor), having our Registered Office at _____ (Address), guarantee to pay to My Thuan PMU as primary obligator, on demand, up to the maximum aggregate sum of _____ (Amount of Dong in Words) Vietnamese Dong, Đ _____ (Amount of Dong in Figures), which may be demanded by My Thuan PMU from the Guarantor if:

- (a) the Tenderer withdraws his Tender during the period of tender validity specified in the Tender Form; or
- (b) the Tenderer, having been notified of the acceptance of his Tender by My Thuan PMU during the period of tender validity;
 - fails or refuses to execute the Contract in accordance with the Tender Documents, if required; or
 - fails or refuses to furnish the Performance Security, in accordance with the Tender Documents,

The Guarantor undertakes unconditionally to pay irrevocably to My Thuan PMU up to the above amount upon the receipt of its first written demand, without My Thuan PMU having to substantiate its demand provided that in its demand My Thuan PMU will note that the amount claimed is due to it as a result of the occurrence of one or more of the above conditions and will specify the occurred condition or conditions.

This payment will be made without any need for My Thuan PMU to demand payment from the Tenderer, without reference by the Guarantor to the Tenderer and notwithstanding any notice given by the Tenderer not to make the payment.

This guarantee will remain in full force up to and including the date 90 days after the closing date for submission of tenders as stated in the Tender Documents or as may be extended by My Thuan PMU, and agreed to by the Tenderer, notice of which extension(s) and agreement(s) to the Guarantor is hereby waived.

SEALED with the Common Seal of the said Guarantor this _____ (date) day of _____ (month) 20____ (year).

SIGNATURE AND SEAL OF THE GUARANTOR _____

WITNESS _____
(Signature, Name and Address to be provided)

SOCIALIST REPUBLIC OF VIET NAM
MINISTRY OF TRANSPORT
MY THUAN PROJECT MANAGEMENT UNIT
My Thuan Project Management Unit (My Thuan PMU)
127B Dinh Tien Hoang St, Binh Thanh District Ho Chi Minh City - Viet Nam
Tel: (84 - 8) - 841 0088; Fax: (84 - 8) - 841 1872

FORM OF AGREEMENT

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

FORM OF AGREEMENT

**Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V**

This Agreement made the _____ day of _____ 2000

Between My Thuan Project Management Unit (My Thuan PMU) of 127B Dinh Tien Hoang St, Binh Thanh District Ho Chi Minh City - Viet Nam (hereinafter called "the Employer") of the one part and

_____ of _____
(hereinafter called "the Contractor") of the other part

Whereas the Employer is desirous that certain Works should be executed by the Contractor, viz Can Tho Bridge, Package No V, Resettlement Areas Located in Hung Phu and Chau Thanh Districts of Can Tho Province, and has accepted a Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein

Now this Agreement witnesseth 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 following documents shall be deemed to form and be read and construed as part of this Agreement, viz:-
 - Any letters, minutes of meetings and other communications during clarification and negotiation prior to award which are agreed by the parties to form part of the Contract and which are attached.
 - The Conditions of Contract
 - The Specification
 - The Drawings
 - The Conditions of Tendering
 - The Tender
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

The Employer:

My Thuan PMU

By:

(signature)

(name)

(position)

In the presence of:

(signature)

(name)

(position)

The Contractor:

(name)

(signature)

(name)

(position)

(signature)

(name)

(position)

SOCIALIST REPUBLIC OF VIET NAM
MINISTRY OF TRANSPORT
MY THUAN PROJECT MANAGEMENT UNIT
My Thuan Project Management Unit (My Thuan PMU)
127B Dinh Tien Hoang St, Binh Thanh District Ho Chi Minh City - Viet Nam
Tel: (84 - 8) - 841 0088; Fax: (84 - 8) - 841 1872

FORM OF PERFORMANCE SECURITY

Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V

SOCIALIST REPUBLIC OF VIET NAM
MINISTRY OF TRANSPORT
MY THUAN PROJECT MANAGEMENT UNIT
My Thuan Project Management Unit (My Thuan PMU)
127B Dinh Tien Hoang St, Binh Thanh District Ho Chi Minh City - Viet Nam
Tel: (84 - 8) - 841 0088; Fax: (84 - 8) - 841 1872

FORM OF PERFORMANCE SECURITY

**Can Tho Bridge Construction Project
Under JBIC Loan Agreement
Package No V**

No. _____

Date _____

WHEREAS, _____ (Name of Contractor) (hereinafter called the "Contractor"), whose registered office is at _____ (Address), has entered a written contract agreement (hereinafter called the Contract) dated _____ (Date) with My Thuan PMU for the construction and completion of Can Tho Bridge, Package No V, Resettlement Areas Located in Hung Phu and Chau Thanh Districts of Can Tho Province, in conformity with the provisions of the Contract.

AND WHEREAS it has been agreed in the Contract that the Contractor shall obtain and provide a security for his proper performance of the Contract

We, _____ (Name of a State Bank or a Private Bank in Vietnam) (hereinafter called the Guarantor), having our Registered Office at _____ (Address), unconditionally guarantee to pay to the Employer as primary obligator, on demand, any sum or sums which may from time to time be demanded by the Employer from the Guarantor, in respect of the Contractor's proper performance of the Contract, up to the maximum aggregate sums of _____ (Amount of Dong in Words) Vietnamese Dong, Đ _____ (Amount of Dong in Figures), without the Employer needing to show grounds or reasons for the demand.

This payment will be made without any need for the Employer to demand payment from the Contractor, without reference by the Guarantor to the Contractor and notwithstanding any notice given by the Contractor not to make the payment.

If at any time in the course of the Contractor's obligations under the Contract there is any change, addition or other modification to the terms of the Contract, or of the Works to be performed thereunder, including any extension of the period of the Contractor's obligations, it shall be deemed that such change, addition or modification shall have been made with our consent and shall in no way release the Guarantor from any liability under this guarantee.

This guarantee shall remain in full force from the date of its signature either until such time as the Contractor has fulfilled all the Contractor's obligations under or in relation to the Contract or the maximum aggregate sum above has been paid by the Guarantor to the Employer within the terms of this guarantee, whichever occurs sooner

SEALED with the Common Seal of the said Guarantor this _____ (date) day of _____ (month) 20____ (year).

SIGNATURE AND SEAL OF THE GUARANTOR _____

WITNESS _____
(Signature, Name and Address to be provided)

JICA

