



JAPAN INTERNATIONAL COOPERATION AGENCY (JICA)



MINISTRY OF PUBLIC WORKS
REPUBLIC OF INDONESIA

**DETAILED DESIGN STUDY
OF
NORTH JAVA CORRIDOR FLYOVER PROJECT
IN THE REPUBLIC OF INDONESIA**

BIDDING DOCUMENT

**PACKAGE II
NAGREG FLYOVER
GEBANG FLYOVER**

VOLUME I

- SECTION I - INVITATION FOR BIDS
- SECTION II - INSTRUCTIONS TO BIDDERS
- SECTION III - BIDDING DATA

DECEMBER 2006



KATAHIRA & ENGINEERS INTERNATIONAL

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BIDDING DOCUMENTS

TABLE OF CONTENTS

| DESCRIPTION | PAGE |
|--|-------------|
| 1. SECTION I INVITATION FOR BIDS (IFB) | IFB - 1 |
| 2. SECTION II INSTRUCTIONS TO BIDDERS (ITB) | ITB - 1 |
| A. General | ITB - 1 |
| B. Bidding Documents | ITB - 4 |
| C. Preparation of Bids | ITB - 5 |
| D. Submission of Bids | ITB - 11 |
| E. Bid Opening and Evaluation | ITB - 12 |
| F. Award of Contract | ITB - 17 |
| APPENDIX 1 - STEP Loan Procurement Conditions | ITB - 20 |
| 3. SECTION III BIDDING DATA | BD - 1 |
| ATTACHMENTS TO BIDDING DATA | |
| a) Attachment 1: List of Places / Addresses of Bidding Activities | BD - 4 |
| b) Attachment 2: Schedules of Bidding Activities | BD - 5 |
| c) Form of Declaration | BD - 6 |
| d) List of Materials to be imported from Japan | BD - 7 |
| e) List of Materials to be procured from Eligible Local Manufacturing Company(ies) | BD - 8 |

INVITATION FOR BIDS

**REPUBLIC OF INDONESIA
Ministry of Public Works
Directorate General of Highways**

INVITATION FOR BIDS

Date: _____
Loan No.: IP – 528
Package No. II

1. The Government of the Republic of Indonesia (GOI) has received an ODA Loan (Special Term for Economic Partnership) from JAPAN BANK FOR INTERNATIONAL COOPERATION (hereinafter referred to as JBIC) in the amount of 4,287 Million Japanese Yen toward the cost of the **North Java Corridor Flyover Project**, under Loan Agreement No. IP-528 signed on 31 March 2005, and intends to apply a portion of the proceeds of the loan to payments under the contract. Disbursement of an ODA Loan by JBIC will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the “Guidelines for Procurement under JBIC ODA Loans”. No party other than the Government of Indonesia shall derive any rights from the Loan Agreement or have any claim to loan proceeds. The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Government of Indonesia will take appropriate measures for finance.
2. JBIC requires that Bidders and Contractors, as well as the Government of Indonesia, under contracts funded with JBIC ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JBIC;
 - (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) will recognize a Contractor as ineligible, for a period determined by JBIC, to be awarded a contract funded with JBIC ODA Loans if it at any times determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with JBIC ODA Loans or other Japanese ODA.
3. The Directorate General of Highways (DGH) (“the Employer”) invites sealed bids from prequalified eligible Bidders for the construction and completion of **North Java Corridor Flyover Project, Package II, Construction of Nagreg Flyover and Gebang Flyover** which includes (but not limited to) the following Works:
 - a. Construction of two flyovers with a combined length of 609 meters (224m-Nagreg Flyover and 385m -Gebang Flyover).
 - b. Construction of a combination of Cast-in-place Trapezoidal Girder and Trapezoidal Steel Girder types of superstructure;
 - c. Construction of bored pile foundation of 1500mm, 1800mm and 2500mm diameter..
 - d. Construction of embankment using material from common excavation and borrow materials; soft ground treatment (Gebang).
 - e. Construction of base course and subbase course; overlay of asphalt mixtures on existing pavement, and widening of some sections of the existing road.
 - f. Improvement of drainage system; construction of minor drainage structures; slope protection and minor realignments; and
 - g. Traffic safety features; road signs and road markings.

4. Bidders may obtain further information, inspect and acquire the bidding documents, at the office of the Employer, at:

Procurement Committee for Contractor
NORTH JAVA CORRIDOR FLYOVER PROJECT
Directorate General of Highways (DGH)
Ministry of Public Works (MPW)
JL Pattimura No. 20, Kebayoran Baru
Jakarta Selatan 12110, INDONESIA
Telephone No.: _____
Facsimile : _____

5. A complete set of bidding documents may be purchased by interested eligible Bidders on submission of a written application to the above office, and upon payment of a nonrefundable fee of _____ (Amount in Rupiah) _____ (Rp _____).
6. All bids must be accompanied by a security of _____ (Amount in Rupiah) _____ (Rp _____) or an equivalent amount in a freely convertible currency and must be delivered to the Office of the Chairman of the Procurement Committee for Contractor in the above stated address at or before _____ (indicate time) a.m. on _____ (indicate date) _____. Bids will be opened immediately thereafter in the presence of Bidders' representatives who choose to attend.
7. The estimated date of award is _____ (indicate date) _____.

The Chairman
Procurement Committee for Contractor
North Java Corridor Flyover Project

SECTION II

INSTRUCTIONS TO BIDDERS

SECTION II – INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

| <u>DESCRIPTION</u> | <u>PAGE</u> |
|---|-------------|
| A. GENERAL | ITB - 1 |
| 1. Scope of Bid | ITB - 1 |
| 2. Source of Funds | ITB - 1 |
| 3. Eligible Bidders | ITB - 2 |
| 4. Eligibility of Goods and Services | ITB - 2 |
| 5. Qualification of the Bidder | ITB - 3 |
| 6. One Bid Per Bidder | ITB - 4 |
| 7. Cost of Bidding | ITB - 4 |
| 8. Site Visit | ITB - 4 |
| B. BIDDING DOCUMENTS | ITB - 4 |
| 9. Content of Bidding Documents | ITB - 4 |
| 10. Clarification of Bidding Documents | ITB - 4 |
| 11. Amendment of Bidding Documents | ITB - 5 |
| C. PREPARATION OF BIDS | ITB - 5 |
| 12. Language of Bid | ITB - 5 |
| 13. Documents Comprising the Bid | ITB - 5 |
| 14. Bid Prices | ITB - 7 |
| 15. Currencies of Bid and Payment | ITB - 8 |
| 16. Bid Validity | ITB - 9 |
| 17. Bid Security | ITB - 9 |
| 18. Alternative Proposals by Bidders | ITB - 10 |
| 19. Pre-Bid Meeting | ITB - 10 |
| 20. Format and Signing of Bid | ITB - 10 |
| D. SUBMISSION OF BIDS | ITB - 11 |
| 21. Sealing and Marking of Bids | ITB - 11 |
| 22. Deadline for Submission of Bids | ITB - 11 |
| 23. Late Bids | ITB - 12 |
| 24. Modification and Withdrawal of Bids | ITB - 12 |
| E. BID OPENING AND EVALUATION | ITB - 12 |
| 25. Bid Opening | ITB - 12 |
| 26. Process to be Confidential | ITB - 15 |
| 27. Clarification of Bids | ITB - 15 |
| 28. Examination of Bids and Determination of Responsiveness | ITB - 15 |
| 29. Correction of Errors | ITB - 15 |
| 30. Conversion to Single Currency for Comparison of Bids | ITB - 16 |
| 31. Evaluation and Comparison of Bids | ITB - 16 |

SECTION II – INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS (Cont....)

| <u>DESCRIPTION</u> | <u>PAGE</u> |
|---|-------------|
| F. AWARD OF CONTRACT | ITB - 17 |
| 33. Award | ITB - 17 |
| 34. Employer's Right to Accept any Bid and to Reject any or all Bids | ITB - 17 |
| 35. Notification of Award | ITB - 18 |
| 36. Signing of Agreement | ITB - 18 |
| 37. Performance Security | ITB - 18 |
| 38. Disputes Adjudication Board | ITB - 19 |
| 39. Cancellation of Award | ITB - 19 |
| APPENDIX 1 – JBIC STEP Loan Procurement Procedure | ITB - 20 |

**SECTION II
INSTRUCTIONS TO BIDDERS**

| A. GENERAL | |
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| 1. Scope of Bid | <p>1.1 The Government of Indonesia (GOI) through the Directorate General of Highways (DGH) (hereinafter referred to as the Employer) as defined in the Bidding Data, wishes to receive bids for the construction and completion of the North Java Corridor Flyover Project, Package II, Nagreg Flyover and Gebang Flyover, as defined in these Bidding Documents (hereinafter referred to as the Works”).</p> <p>The scope of Work comprised within the contract includes (but not limited to) to the following:</p> <ol style="list-style-type: none"> 1. Construction of two flyovers with a combined length of 609 meters (224 meters for Nagreg Flyover and 385 meters for Gebang Flyover). The proposed flyovers are combination of cast-in-place Trapezoidal Girder, Trapezoidal Steel Girder types of superstructure; 2. Construction of bored piles of 1500mm, 1800mm and 2500mm diameter.. 3. Construction of embankment using material from roadway excavation and borrow materials. 4. Construction of base course and subbase course; overlay of asphalt mixtures on existing pavement, and widening of some sections of the existing road. 5. Improvement of drainage system; construction of minor drainage structures; slope stabilization and minor realignments; and 6. Traffic safety features; road signs and road markings. |
| | <p>1.2 The successful Bidder will be expected to complete the Works within <u>456 calendar days</u> from the date of commencement of the Works as stated in the Bidding Data.</p> |
| | <p>1.3 Throughout these bidding documents, the terms <i>bid</i> and <i>tender</i> and their derivatives (<i>bidder / tenderer, bid / tendered, bidding / tendering, etc</i>) are synonymous, and <i>day</i> means <i>calendar day</i>. Singular also means plural.</p> |
| 2. Source of Funds | <p>2.1 The Employer has received an ODA STEP (Special Term for Economic Partnership) Loan from JAPAN BANK FOR INTERNATIONAL COOPERATION (hereinafter referred to as JBIC) in the amount of 4,287 million Japanese Yen toward the cost of the North Java Corridor Flyover Project, Loan Agreement No IP-528, signed on 31 March 2005, and intends to apply a portion of the proceeds of the loan to payments under this contract. Disbursement of an ODA Loan by JBIC will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the “Guidelines for Procurement under JBIC ODA Loans”. No party other than the Employer shall derive any rights from the Loan</p> |

Section II -Instructions to Bidders

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| | | <p>Agreement or have any claim to loan proceeds. The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the GOI will take appropriate measures for finance.</p> |
| | 2.2 | <p>JBIC requires that Bidders and Contractors as well as the GOI, under contracts funded with JBIC ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JBIC;</p> <p>(a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) will recognize a Contractor as ineligible, for a period determined by JBIC, to be awarded a contract funded by JBIC ODA Loans if it at any times determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with JBIC ODA Loans or other Japanese ODA.</p> |
| 3. Eligible Bidders | 3.1 | <p>(a) This Invitation to Bid is open only to prequalified Japanese firms. In case where the prime contractor is a joint venture, such joint venture will be eligible provided that the nationality of the lead partner is Japan and the nationality of other partners is Japan and/or the Republic of Indonesia and that the total share of Japanese partners in the joint venture is not less than 50% of the contract amount. Detailed conditions for eligibility of bids are stated in the "Procurement Procedure" attached to these Instructions to Bidders as Appendix 1.</p> <p>(b) A bidder (including all members of a joint venture) shall not be one of the following:</p> <p>(i) A firm or an organization which has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of this project;</p> <p>(ii) Any association/affiliate (inclusive of parent firm) of a firm or an organization mentioned in subparagraph (i) above; or.</p> <p>(iii) A firm or an organization who lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the</p> |
| | 3.2 | <p>Bidders shall provide such evidence of their eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p> |
| | 3.3 | <p>Bidders shall be deemed to be familiar with the "Guidelines for Procurement under JBIC ODA Loans" dated October 1999.</p> |
| 4. Eligible Goods and Services | 4.1 | <p>A contract under which goods are procured from countries other than Japan will be eligible for financing under JBIC ODA Loans if the combined value of such goods shall not be more than</p> |

Section II -Instructions to Bidders

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| | | <p>seventy percent (70%) of the amount of the Contract (including taxes and duties).</p> <p>The Bidder shall be required to indicate in the Bid Forms provided in the Bidding Data, the percentage of the contract amount of goods to be procured from Japan and goods from Eligible Local Company(ies). The Procurement Procedure is attached at the end of these Instructions to Bidders as Appendix 1.</p> |
| | 4.2 | <p>For purposes of Sub-clause 4.1 above, upon the Employer's request, Bidders may be required to provide evidence of the origin of goods. "Origin" means the place where the materials and other supplies are mined, grown, produced or manufactures, and from which the services are supplied. Bidding Form requiring the Bidder to declare the Goods to be procured from Japan is attached in the Bidding Data.</p> |
| 5. Qualification of the Bidder | 5.1 | <p>To be qualified for award of Contract, Bidders shall:</p> <ul style="list-style-type: none">(a) submit a written power of attorney authorizing the signatory of the bid to commit the Bidder; and(b) Submit documentary evidence establishing that the Bidder has adequate experience, financial capacity and technical capability to undertake the Contract. Confirmation of these matters may involve the updating, verification and reassessment of information which may previously have been considered during prequalification, and an assessment of Bidder's proposals regarding work methods, scheduling and resourcing which shall be provided in sufficient detail to confirm the Bidder's capability to complete the works in accordance with the specifications and the time for completion. |
| | 5.2 | <p>Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:</p> <ul style="list-style-type: none">(a) the bid, and in case of a successful bid, the Form of Agreement, shall be signed so as to be legally binding on all partners;(b) one of the partners shall be authorized to be in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;(c) the partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;(d) all partners of the joint venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful bid); and |

Section II -Instructions to Bidders

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| | | (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid. |
| | 5.3 | Bidders shall also submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the Technical Specifications and the completion time referred to in Sub-clause 1.2 above. |
| 6. One Bid Per Bidder | 6.1 | Each Bidder shall submit only one bid either by itself, or as a partner in a joint venture. A Bidder who submits or participates in more than one bid other than alternatives pursuant to Sub-Clause 18.1 will be disqualified. |
| 7. Cost of Bidding | 7.1 | The Bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 8. Site Visit | 8.1 | The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. |
| | 8.2 | The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel or agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection. |
| | 8.3 | The Employer shall conduct a Site Visit concurrently with the Pre-bid meeting referred to in Clause 19. |
| | B. BIDDING DOCUMENTS | |
| 9. Content Of Bidding Documents | 9.1 | The bidding documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 11: Section I Invitation for Bids Section II Instructions to Bidders Section III Bidding Data Section IV Part I – General Conditions of Contract Section V Part II – Conditions of Particular Application Section VI Technical Specifications Section VII Drawings Section VIII Form of Bid, Appendix to Bid, and Bid Security Section IX Bill of Quantities Section X Form of Agreement, Forms of Performance Security and Bank Guarantee for Advance Payment Section XI Evaluation Procedure on Bid Proposal Section XII Post Qualification Section XIII Disputes Resolution Procedure |
| | 9.2 | The Bidder is expected to examine carefully the contents of the |

Section II -Instructions to Bidders

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| | | | bidding documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause 28, bids which are not substantially responsive to the requirements of the bidding documents will be rejected. |
| 10. Clarification Of Bidding Documents | 10.1 | | A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by fax (hereinafter, the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex) at the Employer's address indicated in the Bidding Data . Employer's address indicated in the Bidding Data. The Employer will respond to any request for clarification which it receives earlier than twenty eight (28) days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including the description of the inquiry, not less than two weeks before submission of bids. |
| 11. Amendment Of Bidding Documents | 11.1 | | At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by issuing Addenda. |
| | 11.2 | | Any Addendum thus issued shall form part of the bidding documents pursuant to Sub-Clause 9.1, and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each Addendum by fax to the Employer. |
| | 11.3 | | To afford prospective Bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids, in accordance with Clause 22. |
| | 11.4 | | No Addendum will be issued later than seven (7) working days prior to the date for receipt of Bids except an Addendum canceling the bidding or one which postpones the date for receipt of Bids. |
| | | C. | PREPARATION OF BIDS |
| 12. Language Of Bid | 12.1 | | The bid, and all correspondences and documents, related to the bid, exchanged between the Bidder and the Employer shall be written in the English language as stipulated in the Bidding Data . Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the bid, the English translation shall prevail. |
| 13. Documents Comprising The Bid | 13.1 | | The bid submitted by the Bidder shall comprise the following: fully filled-in Form of Bid and Appendix to Bid, Bid Security, priced Bill of Quantities, Alternative Offers where invited, and any information or others materials required to be completed and submitted by bidders in accordance with these Instructions to Bidders. The documents listed under Sections VIII & IX shall be filled in without exception, subject to extensions thereof in the same format and to the provisions of sub-clause 17.2 regarding the alternative forms of bid security. |
| | 13.2 | | If so indicated in the Bidding Data , bidders bidding for this |

Section II -Instructions to Bidders

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| | | contract, together with the other contracts to form a package will so indicate in the bid, together with any discounts offered for the award of more than one (1) contract. |
| | 13.3 | The bid prepared by the Bidder shall be submitted in two (2) sealed envelopes marked as “Envelope 1–Technical Proposal” and “Envelope 2 - Cost Proposal”. |
| | 13.4 | The various documents prescribed in Sections VIII, IX and X of the bidding documents and submitted as the bid, to be included in either the Technical Proposal or Cost Proposal Envelopes, are as follows: |
| | | 1. The first envelope duly marked as “ Envelope 1 – Technical Proposal ” shall contain the following documents: |
| | | (a) A written power of attorney authorizing the signatory of the bid to commit the Bidder in respect of the submitted bid and, where applicable, all joint venture partners jointly and severally. (Schedule 1 of Schedules of Supplementary Information) |
| | | (b) In the case of a joint venture, a certified copy of the Joint Venture Agreement, and the power of attorney that authorizes one of the partners to be in-charge and declare that all partners will be jointly and severally liable for the execution of the contract, if awarded in accordance with the contract terms. |
| | | (c) Statement of Continuing Eligibility. (Schedule 2 of Schedules of Supplementary Information) |
| | | (d) Declaration as to the Origin of the Goods and Eligibility of Suppliers. (Schedule 3 of Schedules of Supplementary Information) |
| | | (e) The original of the Bid Security. |
| | | (f) Registration in Indonesia (for Foreign Contractor not registered yet in Indonesia) |
| | | (g) Detailed Project Organization Chart (Schedule 4 of Schedules of Supplementary Information) |
| | | (h) List of Contractor’s proposed Key Staff / Personnel (Schedule 5 of Schedules of Supplementary Information) |
| | | (i) Details of Contractor’s proposed Key Staff / Personnel (Schedule 6 of Schedules of Supplementary Information) |
| | | (j) Detailed Manpower Schedule (Schedule 7 of Schedules of Supplementary Information) |
| | | (k) General Construction/Time Schedule and S-Curve (Schedule 8 of Schedules of Supplementary Information) |
| | | (l) List of proposed Construction Plant and Equipment and |

Section II -Instructions to Bidders

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| | | Construction Equipment Utilization Schedule (Schedule 9 of Schedules of Supplementary Information) |
| | | (m) Detailed Construction Method (Schedule 10 of Schedules of Supplementary Information) |
| | | 2. The second envelope duly marked as “ Envelope 2– Cost Proposal ” shall contain the following documents: |
| | | (a) Duly accomplished Form of Bid and Appendices to Bid. |
| | | (b) Unit Price Analysis for each pay item in the Bill of Quantities (Schedule 11 of Schedules of Supplementary Information) |
| | | (c) The Bill of Quantities fully priced and extended. |
| | | (d) List of Materials / Goods to be procured from Japan (Schedule 12 of Schedules of Supplementary Information) |
| | | (e) List of Materials / Goods to be procured from Eligible Local Manufacturing Company(ies) (ELMC) (Schedule 13 of Schedules of Supplementary Information) |
| | 13.5 | (f) Declaration of the Amount of Contract to be procured from Japan and Eligible Local Manufacturing Companies (ELMC) (Schedule 14 of Schedules of Supplementary Information). |
| | 13.6 | If the Bidder fails to demonstrate that not less than 30 percent of the amount of goods in the Contract (including taxes and duties) are to be sourced from Japan and Eligible Local Manufacturing Company(ies) its bid shall be disqualified. |
| | 13.7 | Where the Bill of Quantities provided as part of the Bidding Documents has not been filled out by the Bidder but, instead the Bidder has elected to reproduce the Bill of Quantities electronically to facilitate computerized pricing, a hard copy of the Bidder’s priced Bill of Quantities and an electronic copy of the files must be submitted in lieu of the priced version of the originally provided Bill of Quantities. |
| | 13.8 | Where the Bidder has elected to supply its own hard copy version of the Bill of Quantities and has supplied an electronic copy thereof with its bid, the Bidder shall assume full responsibility for insuring that its own version faithfully reflects the contents of the original as supplied to the Bidder. In the event that discrepancies are discovered, the contents of the original shall be deemed to prevail. |
| | 13.9 | Envelope 2 will not be opened if the Bidder’s technical proposal is found to be non-responsive to the requirements of the bidding documents. (See Clause 28 of these Instructions to Bidders) |
| 14. Bid Prices | 14.1 | Unless stated otherwise in the bidding documents, the Contract shall be for the whole Works as described in Sub-Clause 1.1, based on the schedule of unit rates and prices submitted by the Bidder. |

Section II -Instructions to Bidders

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| | | 14.2 | The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. |
| | | 14.3 | The rate and prices quoted in the Bill of Quantities shall include and/or be deemed to include, inter-alia: <ol style="list-style-type: none"> 1. All liabilities, obligations, contingencies and risks imposed by each and everyone of the Contract Documents; and 2. The cost and expenses of all Works and services and everything necessary for the execution and maintenance of the Works, in strict compliance with each and every provision of the Contract Documents. |
| | | 14.4 | All taxes, duties and other levies payable by the Bidder under the Contract as of the Base Date, should he be awarded the Contract, shall be included in the rates and prices and the total bid price submitted by the Bidder. |
| | | 14.5 | The rates and prices quoted by the Bidder are subject to the adjustment during the performance of the Contract in accordance with provisions of Clause 13 of the Conditions of Contract. The Bidder shall furnish the indices for the price adjustment formulae in the Appendix to Bid, and shall submit with its bid such other supporting information as required under Clause 13 of the Conditions of Contract. |
| | | 14.6 | The quantities of the various Pay Items in the Bill of Quantities are approximate only and in no case shall quantities be considered to limit or extend the amount of work and materials to be supplied by the Contractor under the Contract. |
| | | 14.7 | Notwithstanding the taxation provisions stated above, all are subject to the Indonesian Laws and Regulations and the Exchange of Notes between the Governments of the Republic of Indonesia and Japan in connection with the Project. The Contractor shall be deemed to have familiarized himself with the relevant tax laws and regulations of the Republic of Indonesia. If any conflict should arise, the Loan Agreement and Exchange of Notes shall prevail. |
| 15. | Currencies Of Bid And Payment | 15.1 | The unit rates and the prices shall be quoted by the Bidder separately in: <ol style="list-style-type: none"> (a) Japanese Yen for those inputs to the Works which the Bidder expects to supply from outside Indonesia (referred to as “the foreign currency requirements”); and (b) Rupiah for those inputs to the Works which the Bidder expects to supply from within Indonesia. |
| | | 15.2 | Payment of the Contract price shall be made in the currency or currencies in which the bid price is expressed in the bid of the successful Bidder. |
| | | 15.3 | The rates of exchange to be used by the Bidder for currency |

Section II -Instructions to Bidders

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| | | conversion during bid preparation shall be the selling rates for similar transactions prevailing on the date 28 days prior to the date of bid opening, as published by the Central Bank of Indonesia. If exchange rates are not so published for certain currencies, the Bidder shall state the rates used and the source. |
| | 15.4 | <p>The foreign currency requirements generally include the following:</p> <ul style="list-style-type: none"> (a) expatriate staff and labor employed directly on the Works; (b) social, insurance, medical and other charges relating to such expatriate staff and labor, and foreign travel expenses; (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works; (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works; (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and (f) overhead expenses, fees profit, and financial charges arising outside the Republic of Indonesia in connection with the Works. |
| | 15.5 | Bidders may be required by the Employer to clarify their foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Appendix to Bid are reasonable and responsive to Clause Sub-Clause 15.1, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder. |
| | 15.6 | Bidder should note that during the progress of the Works, the foreign currency requirements of the outstanding balance of the Contract price may be adjusted by the agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Sub-Clause 13.4 of the Conditions of Contract. Any such adjustment shall be effected by comparing the amounts quoted in the Bid with the amounts already used in the Works and the Contractor's future needs for imported items. |
| 16. Bid Validity | 16.1 | Bids shall remain valid for a period of 120 days after the date of bid opening specified in Clause 25. |
| | 16.2 | In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax. A Bidder may refuse the request without forfeiting its bid security. A Bidder agreeing to the request will not be required or permitted to modify its Bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 17 in all respects. |
| 17. Bid Security | 17.1 | The Bidder shall furnish, as part of its bid, a bid security in the amount stipulated in the Bidding Data in the currency of the Employer's country, or an equivalent amount in a freely |

Section II -Instructions to Bidders

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| | | convertible currency. |
| | 17.2 | The bid security shall be in the form of a bank guarantee from a reputable bank acceptable to the Employer. The format of the bank guarantee shall be in accordance with the sample form of bid security included in Section VIII of these bidding documents; other formats may be permitted, subject to the prior approval of the Employer. Letters of credit and bank guarantee issued as surety for the bid shall be valid for 28 days beyond the validity of the bid, and beyond any period of extension subsequently requested under Sub-clause 16.2. |
| | 17.3 | Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive. |
| | 17.4 | The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of bid validity. |
| | 17.5 | The bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security. |
| | 17.6 | The bid security may be forfeited (a) if the Bidder withdraws its bid during the period of bid validity; or (b) if the Bidder does not accept the correction of its bid price, pursuant to Sub-Clause 29.1; or (c) in the case of a successful Bidder, if it fails within the specified time limit to (i) sign the Agreement, or (ii) furnish the required performance security. |
| 18. Alternative Proposals By Bidders | 18.1 | Bidders shall submit offers which comply with the documents including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered. The attention of bidders is drawn to provisions of Clause 28 regarding the rejection of bids which are not substantially responsive to the requirements of the bidding documents. |
| 19. Pre-Bid Meeting | 19.1 | The Bidder or its official representative is invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time stipulated in the Bidding Data . |
| | 19.2 | The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. |
| | 19.3 | The Bidder is requested to submit any questions in writing or by fax, to reach the Employer not later than one week before the meeting. |
| | 19.4 | Minutes of the meeting, including the text of the questions raised and the responses given, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 9.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum |

Section II -Instructions to Bidders

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| | | | pursuant to Clause 11 and not through the minutes of the pre-bid meeting. |
| | | 19.5 | Bidders are advised to attend the pre-bid meeting. However, nonattendance at the pre-bid meeting will not be a cause for disqualification of a bidder. Bidders who do not attend the pre-bid meeting assume the responsibility to comply with the modifications to the bidding documents mentioned in Sub-Clause 19.4 above and which are communicated through an Addendum pursuant to Clause 11. |
| 20. | Format And Signing Of Bid | 20.1 | The Bidder shall prepare one original and two copies of the Bid documents comprising the bid as described in Clause 13 of these Instructions to Bidders, the contents of each envelope shall be properly book bound and clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail. |
| | | 20.2 | The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.1 (a) or 5.2 (b), as the case may be. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid. |
| | | 20.3 | In the event that there are Addenda affecting or containing amended Bid Forms and/or Bill of Quantities, the Bidder shall use the forms included in the latest Addendum, if so indicated. |
| | | 20.4 | The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid. |
| | | 20.5 | For joint venture Bidders, information for different partners shall be located in the same section, with appropriate indexed/tabbed dividers to identify the submission of each separate entity. In all cases, the various sets of submitted data shall be sequentially numbered such that it is clear as to how many pages have been submitted by the Bidder. |
| | | 20.6 | The Bidder must ensure that the documentation requirements for both the first envelope (Envelope 1) and the second envelope (Envelope 2) are submitted in the appropriate quantities (one original and two copies) and are properly inserted into the appropriate envelopes. Failure to submit the required documents in the prescribed manner may lead to disqualification of the Bidder. |
| | | D. | SUBMISSION OF BIDS |
| 21. | Sealing And Marking Of Bids | 21.1 | The bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an inner and outer envelope. |
| | | 21.2 | The inner and outer envelopes shall: |

Section II -Instructions to Bidders

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| | | <p>(a) be addressed to the Employer at the address provided in the Bidding Data</p> <p>(b) bear the name and identification number of the contract as defined in the Bidding Data;</p> <p>(c) The envelope containing the Technical Proposal shall be marked as “Envelope 1- Technical Proposal” and provide a warning not to open before the time and date for bid opening as specified in the Bidding Data.</p> <p>(d) The envelope containing the Cost Proposal shall be marked as “Envelope 2- Cost Proposal” and shall not be opened before the date and time for bid opening as specified in the Bidding Data. Only the Cost Proposals of the bidders who passed the technical evaluation and concurred by JBIC will be opened</p> |
| | | 21.3 In addition to the identification required in Sub-clause 21.1, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to clause 23, and for matching purposes under Clause 24. |
| | | 21.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder’s identity, the Employer will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of bid. |
| 22. Deadline For Submission Of Bids | 22.1 | Bids must be received by the Employer at the address specified in Sub-clause 21.2 no later than the time and date stipulated in the Bidding Data . When so specified in the Bidding Data , bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the Bidding Data . |
| | 22.2 | The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with Clause 11, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended. |
| 23. Late Bids | 23.1 | Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 22 will be rejected and returned unopened to the Bidder. |
| 24. Modification And Withdrawal Of Bids | 24.1 | The Bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids. |
| | 24.2 | The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked “MODIFICATION or “WITHDRAWAL”, as appropriate. A withdrawal notice may also be sent by fax but must be followed |

Section II -Instructions to Bidders

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| | | by a signed confirmation copy. |
| | 24.3 | No bid may be modified by the Bidder after the deadline for submission of bids. |
| | 24.4 | Except as provided in Sub-clause 24.2, withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Clause 16 may result in the forfeiture of the bid security pursuant to Sub-clause 17.6(b). |
| | E. | BID OPENING AND EVALUATION |
| 25. Bid Opening | 25.1 | The Employer will open the bids, including withdrawals and modifications made pursuant to Clause 24, in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Bidding Data . Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with Sub-clause 22.1 of ITB shall be specified in the Bidding Data . The bidders' representatives who are present shall sign a register evidencing their attendance. |
| | 25.2 | The single stage two (2)–Envelope bidding will be adopted. Envelope 1 containing the Technical Proposal will be evaluated first before the sealed Envelope 2 containing the Cost Proposal of the bidders is opened. Once the successful Technical Proposals are decided upon, the Employer will invite the representatives of the successful bidders to attend the opening of the Cost Proposals. The Cost Proposals of unsuccessful bidders shall be returned UNOPENED. |
| | 25.3 | Envelopes marked "WITHDRAWAL" shall be opened first, and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 24 shall not be opened and will be returned to the bidders. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. |
| | 25.4 | The Employer shall then proceed, in the presence of the attending Bidders, to open each bid package one at a time in the order in which they were received. |
| | 25.5 | The Employer shall read out and record the name of each Bidder as each package is opened and check to see if all required sets of documents are contained therein (the originals and copies for Envelopes 1 and 2). |
| | 25.6 | The Technical Proposal (Envelope 1) of each Bidder shall then be opened and its contents checked to ascertain if all required documents are present in the said Envelope. The following will be read out and recorded: <ol style="list-style-type: none"> 1. The name of each bidder; 2. whether the bid is a withdrawal or modification; 3. That an acceptable Power of Attorney has been submitted and that it is properly signed; and 4. That the Bid Security is in the correct amount from an |

Section II -Instructions to Bidders

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| | | acceptable source and properly signed. |
| | 25.7 | The Employer shall prepare a record of the opening of the Technical Proposals (including the updated Prequalification Documents) that will include as a minimum: the items listed in Sub-clause 25.6. The Bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. |
| | 25.8 | The Employer reserves the right to accept or reject any variation or deviation. Variations, deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in bid evaluation. |
| | 25.9 | The Employer shall prepare, besides the record of bid opening, minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 25.5. |
| | 25.10 | The evaluation of the Technical Proposal will be undertaken on a "Pass or Fail" basis. The basis of passing or failing in each of the criterion as indicated in the Bidding Data will be checked whether the Bidders' proposal is assessed by the Procurement Committee of the Employer (with the assistance of the Consultant) in the light of each specific criterion. Each of the specific aspects is identified in the relevant enclosures included in the Bid Documents and the evaluation of the Bidder's proposal will be based upon the information submitted in accordance with the requirements of these enclosures. |
| | 25.11 | The Bids will be determined whether they are substantially responsive by conforming to all the requirements of the Bid Documents without material deviation or reservation. A material deviation or reservation is one: <ul style="list-style-type: none"> (a) which affects in any substantial way the scope, quality or performance of the Works; or (b) which limits in any substantial way, inconsistent with the Bid Documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. |
| | 25.12 | Bids will be checked to ensure compliance with the Special Term for Economic Partnership (STEP) Loan Procurement Conditions as to the declaration of goods to be procured from Japan and Eligible Local Manufacturing Company(ies). |
| | 25.13 | Only Bidders that have successfully passed the Technical Bid Evaluation and have been concurred by JBIC will be invited to attend the opening of the Cost Proposals (Envelope 2). The Employer will open Envelope 2, containing the Cost Proposals, of the invited Bidders, including modifications made pursuant to Clause 24, in the presence of Bidders' representatives who choose to attend, at the location, date and time of opening of Cost Proposals specified in the Bidding Data : |

Section II -Instructions to Bidders

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| | | | The Bidders' representatives who are present shall sign a register evidencing their attendance |
| | | 25.14 | <p>The contents of Envelope 2 will be checked to ascertain if all required documents are present in the said Envelope. The following will be read out and recorded:</p> <p>(a.) the name of each Bidder that has been successfully evaluated on Technical Bid Evaluation;</p> <p>(b.) whether the Form of Bid has been properly signed;</p> <p>(c.) the bid prices including discounts; and</p> <p>(d.) any other details as the Employer may consider appropriate.</p> |
| | | 25.15 | <p>The Bids will be further reviewed to ascertain the following which, if found to be missing or inadequate, at the discretion of the Employer may be clarified with the respective Bidder:</p> <p>(a.) whether the Bidder has inserted/provided/submitted all required documents</p> <p>(b.) whether the documents are properly signed</p> |
| | | 25.16 | Any envelopes marked as "MODIFICATION" will then be opened. The contents will then be understood to supersede the original Bid. |
| | | 25.17 | <p>Finally, the Bid amount as stated in the Form of Bid will be read out and recorded, and whether it is the same amount as computed in the Final Summary of the Bill of Quantities will also be ascertained.</p> <p>The Bidders' representatives will be required to sign the record.</p> |
| | | 25.18 | The Employer shall prepare, besides the record of bid opening, minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 25.14. |
| | | 25.19 | Irrespective of any announcement made by the Employer at the Bid openings, if it is subsequently discovered upon detailed examination that the Form of Bid has not been correctly signed, then the Employer at his entire discretion, may choose to reject the Bid as non-responsive. |
| | | 25.20 | Every page of the originals of all properly identified bids shall be initialed by all members of the Procurement Committee and the Auditor's representative from the Monetary Board of Examiners of Indonesia. |
| 26. | Process To Be Confidential | 26.1 | Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of the contract shall not be disclosed to the Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the Bidder's bid. |

Section II -Instructions to Bidders

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| 27. Clarification of Bids | 27.1 | To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or fax, but no change in the price or substance of the Bid will be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 29. |
| | 27.2 | From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing. |
| | 27.3 | Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid. |
| 28. Examination of Bids and Determination of Responsiveness | 28.1 | Prior to the detailed evaluation of bids, the Employer will determine whether each bid (i) meets the eligibility criteria of the Bank; (ii) has been properly signed; (iii) is accompanied by the required securities; (iv) is substantially responsive to the requirements of the bidding documents; and (v) provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to sub-clause 28.2. Furthermore, the bidder shall, if required, provide substantiation that the Employer may require, pursuant to Sub-clause 15.5. |
| | 28.2 | A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. |
| | 28.3 | If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation. |
| 29. Correction of errors | 29.1 | <p>Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:</p> <ul style="list-style-type: none"> (a) where there is discrepancy between the amounts in figures and in words, the amount in words will govern; and (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected. (c) If there is a discrepancy between the total bid amount and the sum of the total costs per item, the sum of the total costs per item shall prevail and the total bid amount will be |

Section II -Instructions to Bidders

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| | | | corrected. |
| | | 29.2 | The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Sub-clause 17.6(b). |
| 30. Conversion to Single Currency for Comparison of Bids | | 30.1 | For comparison of bids, the Bid Price shall first be broken down into the respective amounts payable in various currencies by using the exchange rates specified by the Bidder in accordance with Clause 15.3. |
| | | 30.2 | In the second step, the Employer will convert the amounts in various currencies in which the bid price is payable to either: (a) the currency of the Employer's country at the selling rates established for similar transactions by the authority stipulated in the Bidding Data . or (b) a currency widely used in international trade, such as the U.S. Dollar, stipulated in the Bidding Data , at the selling rate of exchange published in the International press as stipulated in the Bidding Data on the date stipulated in the Bidding Data , for the amounts payable in foreign currency; and, a the selling exchange rate established for similar transactions by the same authority specified in Clause 30.2(a) above on the date specified in the Bidding Data for the amount payable in the currency of the Employer's country. |
| 31 Evaluation and Comparison of Bids | | 31.1 | The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 28. |
| | | 31.2 | In evaluating the bids, the Employer will determine for each bid, the Evaluated Bid Price by adjusting the Bid Price as follows: (a) making any correction for errors pursuant to clause 29; (b) excluding Provisional Sums and the provision, if any, for Contingencies in the Summary of the Bill of Quantities, but including Daywork, where price competitively; (c) applying discounts offered by the bidder for the award of more than one contract, if bidding for this contract is being done concurrently with other contracts. (d) converting the amount resulting from applying (a) to (c) above to single currency in accordance with Clause 30. |
| | | 31.3 | The Employers reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and any other factors that are in excess of the requirements of the bidding documents shall not be taken into account in the bid evaluation. |

Section II -Instructions to Bidders

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| | | 31.4 | The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall be taken into account in the bid evaluation. |
| | | 31.5 | If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in relation to the Engineer's estimate of the items of work to be performed under the contract, the Employer may require the bidder to produce detailed price analyses for any or all items in the Bill of Quantities, to demonstrate the internal consistency of the those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Employer may require that the amount of the performance security set forth in Clause 37 be increased at the expense of the bidder to the level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the contract. |
| | | 31.6 | <p>The Bid Cost Proposal shall also be checked to confirm compliance with the STEP Procurement Conditions. In undertaking this check, reference will be made to the following:</p> <p>(a) Amount of the Contract procured from Japan and Eligible Local Manufacturing Company(ies).</p> <p>(b) List of Goods to be procured from Japan and from Eligible Local Manufacturing Company(ies)</p> <p>(c) Declaration of the amount of the Contract to be procured from Japan and Eligible Local Manufacturing Company(ies)</p> <p>If the bidder fails to demonstrate that not less than 30 percent of the amount of goods in the contract (including taxes and duties) are to be sourced from Japan and Eligible Local Manufacturing Company(ies) its bid shall be disqualified.</p> |
| | | F. AWARD OF CONTRACT | |
| 32. | Award | 33.1 | Subject to Clause 34, the Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered he lowest Evaluated Bid Price pursuant to Clauses 31 and 32 provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Sub-clause 3.1; and (b) qualified in accordance with the provisions of Clause 5.. |
| | | 33.2 | If, pursuant to Sub-clause 13.2, this contract is being let on a "slice and package" basis, the lowest evaluated Bid Price will be determined when evaluating this Contract in conjunction with other contracts to be awarded concurrently, taking into account any discounts offered by the bidders for the award of more than one (1) contract. |
| 33 | Employer's Right To Accept Any Bid And To Reject Any Or All Bids | 34.1 | The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action. |

Section II -Instructions to Bidders

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| 34. Notification Of Award | 35.1 | Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful Bidder by fax confirmed by registered letter that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price"). |
| | 35.2 | The notification of award will constitute the formation of the Contract. |
| | 35.3 | Upon furnishing by the successful Bidder of a performance security, the Employer will promptly notify the name of the winning bidder to each unsuccessful bidder and will discharge the bid security of the unsuccessful bidders, pursuant to ITB Clause 17. |
| | 35.4 | Upon fulfillment of Sub-clause 36.2, the Employer will promptly notify the other bidders that their bids have been unsuccessful and that their bid security will be returned as promptly as possible, in accordance with Sub-clause 17.4. |
| 35. Signing Of Agreement | 36.1 | At the same time that the Employer notifies the successful Bidder that its bid has been accepted, the Employer will send the Bidder the Agreement in the form provided in the bidding documents, incorporating all agreements between the parties. |
| | 36.2 | Within twenty eight (28) days of receipt of the Agreement, the successful Bidder shall sign the Agreement and return it to the Employer, together with the required performance security. |
| 36. Performance Security | 37.1 | Within 28 days of receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish to the Employer a performance security in the form stipulated in the Bidding Data and the Conditions of Contract. The form of performance security provided in Section X of the bidding documents may be used or some other form acceptable to the Employer. |
| | 37.2 | If it is stipulated in the Bidding Data that the performance security is to be provided by the successful bidder in a form of bank guarantee, it shall be issued either by (a) at the bidder's option, by a bank located in the country of the Employer or by a foreign bank through a correspondent bank located in the country of the Employer and with prior approval of the Employer. |
| | 37.3 | If it is stipulated in the Bidding Data that the performance security may also be provided by the successful bidder in the form of a bond, it shall be issued by a bonding insurance company that has been determined by the bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's country. |
| | 37.4 | Failure of the successful bidder to comply with the requirements of Clauses 36 and 37 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract |

Section II -Instructions to Bidders

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| | | | to the next ranked bidder. |
| 37. | Disputes Adjudication Board | 38.1 | The method of dispute resolution is as indicated in the Bidding Data. If the selected method is the Dispute Adjudication Board, the Employer and the selected bidder will nominate one each of their respective Board Member and the third member to be named by both the Employer and the bidder in accordance with the procedure set forth in Clause 20 of the Conditions of Contract. |
| 38. | Cancellation of Award | 39.1 | Prior to contract award, The Employer will review the land acquisition status. In case the land acquisition can not be completed, the Employer shall cancel the contract award with the concurrence by JBIC, and the successful bidder may not have the right to any objection. |
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PROCUREMENT PROCEDURE

Section 1 Guidelines to be used for procurement under the Loan

- (1) Procurement of all goods, except consulting services, to be financed out of the proceeds of the Loan shall be in accordance with Guidelines for Procurement under JBIC ODA Loans dated October 1999 (hereinafter referred to as “the Procurement Guidelines”).
- (2) Notwithstanding the provision of the paragraph (1) mentioned above, Section 1.04 (a) of the Procurement Guidelines shall be disregarded.

Section 2 Eligible Nationality

- (1) The Eligible Nationality of the Suppliers shall be the following:
 - (a) Japan in case of the Prime Contractors;
 - (b) Japan or the Republic of Indonesia in case of joint ventures, with Japan as lead partner and total participation of Japanese partners to be not less than fifty percent (50%) of the Contract; and
 - (c) All countries and areas in case of the contractors engaged in contracts subsidiary to subcontracts.
- (2) With regard to paragraph (1) mentioned above,
 - (a) The Prime Contractors shall be nationals of Japan or juridical persons incorporated and registered in Japan, and which have their appropriate facilities for producing or providing the goods and services in Japan and actually conduct their business there.
 - (b) The sub-contractors shall be (i) nationals of Japan or juridical persons incorporated and registered in Japan, and which have their appropriate facilities for producing or providing the goods and services in Japan and actually conduct their business there, or (ii) nationals of the Republic of Indonesia or juridical persons incorporated and registered in the Republic of Indonesia, and which have their appropriate facilities for producing or providing the goods and services in the Republic of Indonesia and actually conduct their business there.
- (3) Not less than thirty percent (30%) of the amount Goods of the contract (including taxes and duties) shall be procured from Japan.
- (4) With regard to paragraph (3) mentioned above, the goods procured from the eligible local manufacturing company(ies) (hereinafter referred to as “the Eligible Local Manufacturing Company(ies)” invested by Japanese manufacturing companies can be regarded and counted as Japanese origin if such Eligible Local Manufacturing Company(ies) satisfy(ies) the following conditions:
 - (a) Juridical persons incorporated and registered in the Republic of Indonesia, and which have their appropriate facilities for producing or providing the goods and services in the Republic of Indonesia and actually conduct their business there;
 - (b) Not less than 10% of shares are held by a single Japanese manufacturing company; and
 - (c) The proportion of shares held by any single company of the third countries other than Japan or the Republic of Indonesia is not more than that held by any of Japanese manufacturing companies.

SECTION III
BIDDING DATA

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BIDDING DATA**

Instructions to Bidders Clause Reference

Whenever there is conflict, the provision herein shall prevail over those in the Instructions to Bidders.

| ITB Clause Reference | Bidding Data |
|-----------------------------|--|
| 1.1 | <p>The Employer is Directorate General of Highways, Ministry of Public Works, Government of the Republic of Indonesia, located at: _____</p> <p>_____</p> <p>The Bidding Committee for North Java Corridor Flyover Project, Package II</p> <p>Address :</p> <p>City :Phone:</p> |
| 1.1 | <p><i>Summary or Works:</i></p> <p>The Official name of the project is "NORTH JAVA CORRIDOR FLYOVER PROJECT, Package II - Construction of Nagreg Flyover and Gebang Flyover. This project is one Package among the 3 Packages to be financed under JBIC STEP Loan Agreement No. IP-528.</p> <p>The proposed Flyovers under this contract will be located at Nagreg and Gebang in the Bandung Metropolitan. Proposed site locations are shown in the location map included in this Bidding Document.</p> <p>The proposed project aims to provide Flyovers as the most appropriate countermeasure to achieve sound improvement of road transportation and substantial enhancement of physical distribution along with North Java Corridor and in the inland areas of Java Island for vitalization of socio-economic activities in the pertinent regions through the establishment of smooth and reliable traffic network.</p> <p><u>Alignment of Flyover:</u></p> <p>5% maximum gradient is adopted for the flyover profiles of Nagreg and 4.18% and 4.70% for Approach 1 and Approach 2 respectively for Gebang Flyover. The locations of the abutments have been determined so as to keep the height of embankment to within 6m to 7m.</p> <p><u>Standard Span of Bridge:</u></p> <p>1. Nagreg Flyover</p> <p>The length of mid-span varies from 25.0m and 27.0m and the remaining 6 spans are 20.0m individually. The combination of cast-in-place trapezoidal girder and trapezoidal steel girder will be adopted for this flyover.</p> <p>2. Gebang Flyover</p> <p>The length of mid-span varies from 27.0m and 36.0m and the remaining 8 spans are 20.0m individually. The combination of cast-in-place trapezoidal girder and trapezoidal steel girder will also be adopted for this flyover.</p> |

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| | <p><u>Type of Pier:</u></p> <p>Nagreg: Reinforced Concrete piers; height varies from 6.60m to 7.80m; circular type with diameters of 1.10m and 1.40m. Composite Column piers; height varies from 6.30m to 8.60m, circular type diameter 1.40m and steel thickness of 20mm.</p> <p>Gebang: Reinforced Concrete piers; height varies from 6.140m to 9.50m; circular type with diameters of 1.00m and 1.80m. Composite column piers; height varies from 7.40m to 9.40m, circular type diameter 1.40m and steel thickness of 20mm.</p> <p><u>Foundation:</u></p> <p><u>Nagreg:</u></p> <p>Bored piles of 1500mm, 1800mm and 2500mm diameter, taking into account the soil condition in the project area.</p> <p><u>Gebang:</u></p> <p>Bored piles of 1500mm, 1800mm and 2500mm diameter taking into account the soil condition of the project area.</p> <p><u>Pavement:</u></p> <p>Flexible pavement is adopted for the road pavement, with a layer of asphalt pavement surface course on the top.</p> <p><u>Approach Road:</u></p> <p>To minimize the disturbance of existing traffic flow, prefabricated mechanically stabilized earth wall for Nagreg and EPS Embankment for Gebang are adopted.</p> |
| 1.2 | <p><i>Time of Completion</i></p> <p>Four Hundred Fifty Six (456) calendar days.</p> |
| 2.1 | <p><i>Funding Agency:</i></p> <p>The Borrower is the Government of Indonesia.</p> <p>The lending institution is Japan Bank for International Cooperation (JBIC).</p> |
| 12.1 | <p><i>Bid Language:</i></p> <p>English</p> |
| 14.4 | <p>All taxes, duties and other levies payable by the Bidder under the Contract as of the Base Date, should he be awarded the Contract, shall be included in the rates and prices and the total bid price submitted by the Bidder.</p> |
| 15.1 | <p><i>The currencies for the bid:</i></p> <p>Rupiah (Rp) and/or Yen (¥)</p> |
| 15.2 | <p><i>Country of the Employer</i></p> <p>Republic of Indonesia</p> |
| 15.2 | <p><i>Currency of the Employer's country</i></p> <p>Rupiah</p> |

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| 16.1 | <p><i>Period of Bid Validity</i></p> <p>One Hundred Twenty (120) calendar days from the latest submission date of the bidding documents.</p> |
| 17.1 | <p><i>Amount of Bid Security</i></p> <p><i>The bid security shall be around two percent (2) of the total bid price.</i></p> <p>Amount of Bid Security is Rp. _____ or equivalent amount in the Yen (¥) currency.</p> |
| 17.2 | <p><i>The Bid Security shall be provided in a form of a Bank Guarantee from a reputable Bank in Indonesia or reputable foreign bank through local correspondent Bank acceptable to the Employer. The Bid Security shall be valid for twenty eight (28) days beyond the bid validity.</i></p> |
| 19.1 | <p><i>The Pre-bid meeting will be held at (insert address) at.....(insert time)..... on.....(insert date).</i></p> |
| 20.2 | <p><i>Number of Bid Documents</i></p> <p>One (1) original and two (2) copies</p> |
| 21.2(a) | <p>Employer's address for the purpose of bid submission is:</p> <p>Procurement Committee:</p> <p>Address :.....</p> <p>City :..... Phone</p> |
| 21.2(b) | <p>Project Name :</p> <p>Package No / Name :.....</p> |
| 21.2(c) | <p>The outer envelopes of the bid proposals shall be marked "DO NOT OPEN BEFORE THE TIMING OF THE BID OPENING"</p> |
| 22.1 | <p>Deadline for submission of bid shall be:</p> <p>Date :</p> <p>Time :</p> <p>Place :</p> |
| 25.1 | <p><i>Opening of Bids:</i></p> <p>The Opening of Technical Proposals / Bids shall be on the same date and place atat fifteen minutes after the deadline for submission of bids. Opening of Cost proposals will be advised by the Employer to the bidders after result of the Technical evaluation has been concurred by JBIC</p> |
| 30.1 | <p>The exchange rate 28 days prior to the latest submission of bids is:</p> <p>1 ¥ = Rp.....</p> |
| 31.1 | <p>The Engineer's Estimate approved by the Employer means the "Employer Estimate".</p> |

ATTACHMENTS TO INSTRUCTIONS TO BIDDERS

ATTACHMENT 1 : LIST OF PLACES / ADDRESSES – BIDDING ACTIVITIES

1. Appendix 1 – JBIC STEP LOAN PROCUREMENT PROCEDURE
2. Address of Employer to be stated in the outer envelopes of the Bid:

Procurement Committee for Contractor

Directorate General of Highways
Address.....
.....
.....
Telephone No:.....
Fax No.

3. **Place of Pre-bid Meeting/Conference:**

Address.....
.....
.....
Telephone.....
Fax.....

4. **Address for Submission of Bid:**

Procurement Committee for Contractor:

.....
.....
.....
Telephone.....
Fax.....

5. **Place for Opening of Bids:**

Address.....
.....
.....
Telephone.....
Fax.....

ATTACHMENTS TO INSTRUCTIONS TO BIDDERS

ATTACHMENT 2: SCHEDULES OF BIDDING ACTIVITIES

| EVENT | DATE QUALIFICATION / POST QUALIFICATION |
|---|--|
| 1. Bid..... Notice / Announcement..... Invitation..... | |
| 2. Date of Issuance of Documents..... | |
| 3. Pre-bid Meeting..... Site Visit..... | |
| 4. Deadline (Date) for Bidder to request for..... clarification of the Bid Documents | |
| 5. Deadline (Date) of Issuance of Addenda..... by the Employer | |
| 6. Deadline for submission of bids to10:00a.m. Local Time Place.....Provincial Bidding Committee | |
| 7. Opening of Technical Proposals..... 10:15am Local Time Place.....Provincial Public Works Office | |
| 8. Opening of Cost Proposals..... Place..... | |