



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 V

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SECTION IX	BILL OF QUANTITIES
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DECEMBER 2006



KATAHIRA & ENGINEERS INTERNATIONAL

SECTION VIII

FORM OF BID, APPENDICES TO BID
& BID SECURITY FORM

SECTION VIII

FORMS OF BID, APPENDICES AND BID SECURITY

Notes to Bidder:

The Bidder shall complete and submit the Form of Bid, and Appendices to Bid and provide the Bid Security all in accordance with the requirements of the bidding documents.

The Appendices to Bid, (see Section VIII, Volume V), Schedules of Supplementary Information (see Section X, Volume V), the Form of Agreement and Sample Forms of Securities (see Part XI, Volume V) and the Priced Bill of Quantities (see Section IX, Volume V) of these bidding documents **are all integral components of the submitted Bid.**

The Bidder is required to fill in, where necessary, all blank spaces in this Form of Bid, its Appendices and the Schedules and Annexes as referred to above, and also to complete the full pricing of the Bill of Quantities.

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SECTION VIII

FORM OF BID

Name of Contract: NORTH JAVA CORRIDOR FLYOVER PROJECT
Package II – Construction of Nagreg & Gebang Flyovers

To: **THE CHAIRMAN**
Procurement Committee for Contractors

Gentlemen,

1. Having examined the Conditions of Contract, Specification, Drawings, and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works we, the undersigned, offer to execute and complete such Work and remedy any defects therein in conformity with the Conditions of Contract, Specification, Drawings, and Bill of Quantities and Addenda for the sum of Japanese Yen _____ (¥ _____) foreign currency portion and Indonesian Rupiah _____ (Rp _____) local currency portion, or such other sums as may be ascertained in accordance with the said Conditions.
2. We hereby certify that, unless we have otherwise notified you in writing prior to submission of this Bid, the information we submitted with our prequalification submission remains unchanged.
3. We acknowledge that the Appendices form part of our Bid.
4. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Bid.
5. We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. We confirm that the following Addenda have been received and are accepted as part of the bidding documents:
Addendum No. _____ date _____
Addendum No. _____ date _____
(list other Addenda if applicable)
9. We, the Undersigned, hereby certify that _____ percent (___%) of the amount of the contract shall be procured from Japan and the Eligible Local Manufacturing Company(ies). With regard to procurement from Eligible Local Manufacturing Company (ies), only goods may be regarded as Japanese origin.

10. We, the Undersigned, further certify that, (name of the Prime Contractor) has been incorporated and registered in Japan, has its appropriate facilities for producing or providing the goods and services in Japan and actually conducts its business there.
11. We, the Undersigned, further certify that, (names of the Subcontractors) have been incorporated and registered in (Japan or the Republic of Indonesia), have their appropriate facilities for producing or providing the goods in (Japan or the Republic of Indonesia) and actually conduct their business there.

Dated this _____ day of _____ 200__.

Signature: _____

in the capacity of: _____

duly authorized to sign bids for and on behalf of: _____

Address: _____

Witness: _____

Address: _____

Occupation: _____

APPENDIX TO BID

[Note: with the exception of the items for which the Employer's requirements have been inserted, the following information must be completed before the Bid is submitted]

Item	Sub Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Directorate General of Highways (DGH) _____ _____
Contractor's name and address	1.1.2.3 & 1.3	_____ _____ _____
Engineer's name and address	1.1.2.4 & 1.3	Katahira & Engineers International (KEI) _____ _____
Commencement Date	1.1.3.2 & 8.1	Refer to Conditions of Particular Application
Time for Completion of the Works	1.1.3.3	456 calendar days
Defects Notification Period	1.1.3.7	365 calendar days
Electronic Transmission System	1.3	by Facsimile transmission or e-mail
Governing Law	1.4	Law of the Republic of Indonesia
Ruling language	1.4	Bahasa
Language for communications	1.4	English Language
Time for access to the site	2.1	1 day after Commencement Date
Amount of Performance Security	4.2	Refer to Conditions of Particular Application
Normal Working Hours	6.5	8 hours per working day
Delay damages for the Works	8.7 & 4.15(b)	Refer to Conditions of Particular Application.
Maximum amount of delay damages	8.7	0.1% of the Contract Price per day, and maximum of 10% of the Contract Price
Percentage for Adjustment of Provisional Sum	13.5(b)	N/A
Adjustments for Changes in Cost	13.8 to 13.15	Refer to Conditions of Particular Application
Total Advance Payment	14.2(1)	15% of the Total Contract Price

APPENDIX TO BID (Cont..)

[Note: with the exception of the items for which the Employer's requirements have been inserted, the following information must be completed before the Bid is submitted]

Item	Sub Clause	Data
Number and Timing of Installments	14.2(1)	One time Payment
Currencies and Proportions	14.2	_____ % Rupiah _____ % Yen
Start repayment of advance payment	14.2(3)	Third Monthly Certificate / Interim Payment Certificate
Repayment amortization of advance payment	14.2(3)	25% of the amount of each Periodic Progress Payment
Percentage of retention	14.3(h)	10.0% of amounts otherwise due in the Interim Payment Certificate
Limit of Retention Money	14.3 (h)	10.0% of the Contract Amount
Plant and Materials for payment when delivered to the Site	14.5(b)	80% of the Plant and Materials when delivered to the Site
Minimum amount of Interim Payment Certificates	14.6	No minimum payment
Currency/currencies of payment	14.15	Japanese Yen and/or Rupiah
Periods for submission of insurance:		
(a) evidence of insurance	18.1	1 day
(b) relevant policies	18.1	84 days
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	_____
Minimum amount of third party insurance	18.3	Rp 50,000,000 bodily injury including death per person per occurrence Rp 50,000,000 for property damage per occurrence
Date by which DAB shall be appointed	20.2	28 days after commencement

APPENDIX 2 TO BID
FOREIGN CURRENCY REQUIREMENTS

The total (i.e. maximum) requirements of foreign currency(ies) for expenses incurred outside of Indonesia will be in accordance with the cost breakdown for various main items of work, as indicated by the Bidder in the form below, subject to such adjustments as may be agreed with the Employer.

A. ESTIMATE OF FOREIGN CURRENCY REQUIREMENTS

Item No.	Net Amount of each Item in Local Currency (A)	Percent of each Item in Foreign Currency (B) = % (A)	Type of Foreign Currency Required (C)	Foreign Currency Amount in equivalent Local Currency (D) = (A) x (B)
TOTAL (E)				

(F) = SUB-TOTAL BID PRICE (Including Overhead + Profit)
= Rp.....

PERCENTAGE TOTAL FOREIGN CURRENCY REQUIREMENT
= (E) / (F) X 100% =%

TYPE AND PROPORTION OF FOREIGN CURRENCY REQUIRED
Type =.....
Proportion =.....

.....
(Signature and Seal of Bidder)

.....
Date

APPENDIX 3 TO BID

MINIMUM ESSENTIAL PLANT/EQUIPMENT REQUIREMENTS

Item No.	Description	Capacity	Required No. <Owned or Leased>
1	Pile Boring Machine	1.5 ~ 1.8m Ø	3
2	Pile Boring Machine	2.5m Ø	2
3	Bulldozer	15 ton	2
4	Wheel Loader	1.5 m ³	4
5	Hydraulic Excavator/Breaker	0.5 m ³	4
6	Motor Grader	3.1 m	2
7	Tyre Roller	10 Ton	2
8	Tandem Roller	6.8 Ton	2
9	Vibratory Roller	5-8 Ton	2
10	Water Tanker	4500 Ltr.	2
11	Asphalt Finisher	3 m	1
12	Crawler Crane	50 Ton	2
13	Crawler Crane	100 Ton	4
14	Truck Crane	30 Ton	2
15	Truck Crane	16 Ton	2
16	Agitator/Truck Mixer	5 - 6 m ³	16
17	Dump Truck	10 Ton	20
18	Concrete Batch Plant	60 m ³ / Hr	2
19	Concrete Pump	55 m ³ / Hr	2
20	Asphalt Mixing Plant	30 Tons/Hr	2
21	Stone Crasher	30 T/Hr	2

.....
(Signature and Seal of Bidder)

.....
Date

APPENDIX 4 TO BID

LIST OF MINIMUM FIELD AND LABORATORY EQUIPMENT REQUIREMENTS FOR MATERIALS' TESTING

Description	Quantity / Unit
1. SOIL TESTING	
1.1 <u>Compaction Test :</u>	
Standard Proctor Mould	1 unit
Standard Proctor Hammer	1 unit
Modified Compaction Mould	1 unit
Modified Compaction Hammer	1 unit
Straight Edge	1 unit
Sample Ejector	1 unit
Mixing Spoon	1 unit
Mixing Trowel	1 unit
Spatula	1 unit
Mixing Pan	1 unit
Aluminum Pan 25 cm Dia.	1 unit
Wash Bottle	1 unit
Moisture Cans	20 units
1.2 <u>Laboratory CBR :</u>	
Mechanical Loading Press 6000 lbs capacity	1 unit
Proving	1 unit
CBR Moulds	2 units
Spacer Disk	1 unit
Swell Plate Surcharge Plate	2 units
Tripod Attachment	2 units
Swell Dial Indicator	2 units
Surcharge Weight	2 units
Slotted Surcharge Weight	2 units
Steel Cutting Edge	1 unit
1.3 <u>Specific Gravity :</u>	
Picnometer Bottles of 100 cc capacity	1 unit
Porcelain Mortar and Pestle	1 unit
Hot Plate, 1000 watts, 220 volts/50 cycles.	1 unit
1.4 <u>Atterberg Limits :</u>	
Standard Liquid Limit Device	1 unit
ASTM Grooving Tool	1 unit
Evaporating Dish	2 units
Flexible Spatula	2 units
100 cm Ø Graduated Cylinder	2 units
Cassagrande Grooving Tool	1 unit
Plastic Limit Glass Plate	1 unit

1.5 Grain Size Analysis :

Hydrometer Jars	2 units
Mechanical Stirrer, Electric Powered 220v/50 cycle	1 unit
Dispersion Cups with Baffles	1 unit
Hydrometer, Scale 0-60 gr.	1 set
Set Brass Sieves, 8 inches diam., 75 mm, 50, 38, 25, 19, 12.5, 9.5, No.4, 10, 30, 60, 100 (Cover and Pan included)	2 units
No. 200 Brass Sieves	2 units
Wet Washing Sieves	1 unit
50 ml Graduated Cylinder	1 unit
Sieve Brushes for Fine Sieves	2 units
Sieve Brushes for Coarse Sieves	2 units
Sieve Shaker	1 set

1.6 Field Density Test, Sand Cone Method:

Sand Cone	1 set
Replacement Jug	1 unit
Field Density Plate	1 unit
Spoon	1 unit
Steel chisel, 1inch	1 unit
Rubber Mallet	1 unit
Sand Scoop	1 Zak
Gallon Field Cans	6 units

1.7 Moisture Content :

Speedy Moisture Tester 26 grams capacity	1 unit
Can Speedy Reagent	6 units

2. BITUMINOUS TESTING**2.1 Marshal Asphalt Test :**

Stability Compression Machine Complete w/ Proving Ring, 220 volts/50 cycles	1 set
Stability Compaction Moulds	4 sets
Stability Compaction Hammer	1 set
Mould Holder	1 set
Stability Mould	1 set
Dial Flow Indicator	1 set
Pedestal	1 unit
Water Bath 22volts/50 cycles	1 set
Sample Extractor	1 set
Stainless Steel Mixing Bowls	2 units

2.2 Extraction Test Centrifuge Method

Centrifuge Extractor 1500 grams capacity 220 volts	1 set
Boxes Filter Paper Rings (100/box)	10 boxes
Extractor Bowl (including cover & nuts)	1 unit

2.3 Extraction Test, Reflux Method

Reflux Extractor set 1000 grams capacity	1 set
Boxes Filter Paper (50/box)	1 box

2.4 Specific Gravity of Course Aggregates

Density Basket	1 unit
Sample Splitter 1"	1 set
Sample Splitter ½"	1 set

2.5 Specific Gravity of Fine Aggregates

Cone	1 unit
Tamper	1 unit
Picnometer	1 unit
Thermometer (Glass), 0-150° C	3 units
Desiccator	1 unit

2.6 Mix Air Voids Content (Accurate Method) :

Set of Cork Borers	1 set
Conical Flash with Stoppers (Rubber)	2 unit
Vaccum Pump (+ Special Oil)	1 unit
Rubbing Tubing	1 unit
Warm Air Fan	1 unit

2.7 Core Drilling

Core Drilling Machine, 7HP, 4 cycle	1 set
9" Extension Shaft	1 unit
18" Strap Wrench	1 unit
Diamond Bit. 4" diameter (Resettable)	2 units
Expanding Adaptor (included)	1 unit

2.8 Metal Thermometer

0 -100°C Metal Thermometer	1 unit
0 -250°C Metal Thermometer	1 unit

2.9 Accessories and Tools

Heavy Duty Balance complete with set of weight and Counterpart	1 set
Triple Beam Scale complete with Set of Weights	1 set
Generator, 10 KVA	1 set
Double Wall Oven, 1600 w 240 Volts/50cycle	2 sets
Plastic Funnels	3 units
Sodium Hexametaphosphate	1 lb
Pairs Asbestos Gloves	2 units
Laboratory Tongs	2 units

3. CONCRETE TESTING

Slump Cone	1 unit
Cube Moulds	12 units
Cube Crushing Machine (Provisional)	1 unit
Speedy Moisture Tester	1 unit

Items given in this list are general guide only as to the minimum testing equipment required to be mobilized on site before construction is commenced. Quantities of each item will vary with Contracts. The absence of required testing equipment will in no way absolve the Contractor of his responsibility to carry out fully all testing work in accordance with the specifications or as directed by the Engineer.

(Signature and Seal of Bidder)

Date

APPENDIX 5 TO BID

COST ELEMENTS FOR PRICE ADJUSTMENT FOR LOCAL CURRENCY

No	PAY ITEM	DESCRIPTION	UNIT	Labor (L)	Fuel (F)	Steel (M1)	Cement (M2)	Aggreg. (M3)	Asphalt (M4)	Equip. (E)	SUM
1.	3.2.(1)	Common Excavation	Cu. m								
2.	3.3.(1)	Borrow Material	Cu. m								
3.	3.3.(2)	Selected Material	Cu. m								
4.	3.3.(5)	Granular Back Fill	Cu. m								
5.	3.2.(3)	Structure Excavation, to a depth not exceeding 2 m	Cu. m								
6.	3.2.(4)	Structure Excavation, to a depth greater than 2m, but not exceeding 4m.	Cu. m								
7.	3.2.(6)	Structure Excavation, in river	Cu. m								
8.	2.3.(26)	Blinding Stone	Cu. m								
9.	2.3.(2)	R.C Pipe. D=40 cm, Type-B	Lin. m								
10.	2.3.(4)	R.C Pipe. D=60 cm, Type-B	Lin. m								
11.	2.3.(16)	Steel Grating of U-Ditch	Kg								
12.	2.3.(10)	Catch Basin, Type I	Each								
13.	3.4.(1)	Subgrade Preparation	Sq. m								
14.	5.1.(1)	Aggregate Base Class A	Cu. m								
15.	5.1.(2)	Aggregate Base Class B	Cu. m								
16.	6.1.(1)	Bituminous Prime Coat (Grade MC-70 or RC-250)	Liter								
17.	6.1.(2)	Bituminous Tack Coat (Grade RC-250)	Liter								
18.	6.3.(3)	Asphalt Concrete Base Course	Cu. m								
19.	6.3.(2)	Asphalt Concrete Binder Course	Cu. m								
20.	6.3.(1)	Asphalt Concrete Surface Course, thick 4 cm	Sq. m								
21.	6.3.(1)a	Asphalt Concrete Surface Course, thick 4 cm	Sq. m								
22.	7.1.(1)	Structural Concrete, Class A	Cu. m								
23.	7.1.(3)	Structural Concrete, Class B	Cu. m								

24.	7.1.(4)	Structural Concrete, Class B-1	Cu. m								
25.	7.1.(5)	Structural Concrete, Class C	Cu. m								
26.	7.1.(6)	Structural Concrete, Class D	Cu. m								
27.	7.1.(8)	Structural Concrete, Class E	Cu. m								
28.	7.3.(4)	Reinforcing Steel Bars	Kg								
29.	7.2.(9)	PC Strand Cable 12,7 mm diameter & Accessories	Kg								
30.	7.2.(9)a	PC Strand Cable 12,7 mm diameter & Accessories	Kg								
31.	7.5.(1)	Furnish and Delivery of Steel Girder	Ton								
32.	7.5.(2)	Furnish and Delivery of Structural Steel (Portal)	Ton								
33.	7.5.(3)	Erection of Steel Girder	Ton								
34.	7.5.(4)	Erection of Steel Portal	Ton								
35.	7.6.(22)	Cast in place Concrete Pile 1500 mm diameter	Lin .m								
36.	7.6.(23)	Cast in place Concrete Pile 1800 mm diameter	Lin. m								
37.	7.6.(24)	Cast in place Concrete Pile 2000 mm diameter	Lin. m								
38.	7.6.(25)	Cast in place Concrete Pile 2500 mm diameter	Lin .m								
39.	7.9	Stone Masonry	Cu .m								
40.	7.13	Steel Bridge Railing	Lin. m								
41.	7.11.(2)	Expansion Join Type - A	Lin .m								
42.	7.11.(3)	Expansion Join Type – B	Lin .m								
43.	7.12.(2)	Elastomeric Bearing Pad Type A, B and C	Each								
44.	7.12.(7)a	Mechanical Bearing for Steel moved Type	Each								
45.	7.12.(7)b	Mechanical Bearing for Steel fixed Type	Each								
46.	7.17.(2)	Concrete Pavement with Steel Mesh (t=250 mm)	Sq. m								
47.	7.17.3	Sand Bedding (t=100 mm)	Sq. m								

.....
(Signature and Seal of Bidder)

.....
Date

APPENDIX 6 TO BID*(This appendix shall be used for the sole purpose of evaluation of bids)***ANALYSIS OF THE LUMP SUM PRICE FOR MOBILIZATION AND DEMOBILIZATION**

Name of Bidder :

Item Number : 1.2

Description of Work : Mobilization and Demobilization

Unit of Work : Lump Sum

Ref. No.	Description	Total Price		Remarks
		Foreign (¥)	Local (Rp)	
1.	Land Rent or Barrack, Work Shop Base Camp and Laboratory.			
2.	Equipment (Mobilization/Demobilization of Heavy Equipment)			
3.	Contractor's Facilities			
4.	Laboratory Facilities			
	Total			

Signature and Seal of the Bidder

Date

APPENDIX 6A TO BID

(This appendix shall be used for the sole purpose of evaluation of bids)

ANALYSIS OF THE LUMP SUM PRICE FOR MOBILIZATION AND DEMOBILIZATION OF EQUIPMENT

Name of Bidder :
 Item Number : 1.2
 Description of Work : Mobilization and Demobilization
 Unit of Work : Lump Sum

No.	EQUIPMENT	SPECIFICATION	UNIT	QUANTITY	Unit Cost			Amount	
					FC (Yen)	LC (Rp)	FC (Yen)	LC (Yen)	
1)									
2)									
3)									
4)									
5)									
6)									
7)									
8)									
9)									
10)									
11)									
12)									
13)									
14)									
15)									
16)									
17)									
18)									
19)									
20)									
Total									

Note: - Mobilization will be paid for equipment mobilized at the site and used exclusively for the project.

 Name and Seal of Bidder

 Date

APPENDIX 7 TO BID

ANALYSIS OF THE LUMP SUM PRICE FOR THE ENGINEER'S FACILITIES

(One Engineer's Facilities for each Flyover)

Name of Bidder :

Item Number :

Description of Work : Engineer's Facilities

Unit of Work : Lump Sum

Ref. No.	Components	Unit	Quantity	Unit Price		Total Price	
				Foreign (¥)	Local (Rp)	Foreign (¥)	Local (Rp)
1.	Engineer's Site Office (including operations and maintenance, electric and power supply, etc)	Mo.	12				
2.	Office Tables and Chairs	Set	5				
3.	Conference Table (8 persons)	Each	1				
4.	Filing Cabinet	Each	3				
5.	Air Conditioner (1Hp)	Unit	2				
6.	Computer (Pentium 4, 2GHz, HD4Gb, Memory 512Mb, Monitor 17", with internal CD Rom and CD Writer)	Unit	1				
7.	Printer (A3 paper size)	Unit	1				
8.	Photocopy Machine (rental)	Mo.	12				
9.	White Board	Each	1				
10.	Stationary	Mo.	12				
11.	Communication Equipment	Mo.	12				
12.	Supply Vehicles	Mo	12				

Name and Seal of Bidder

Date

APPENDIX 8 TO BID

(This appendix shall be used for the sole purpose of evaluation of bids)

LUMP SUM PRICE ANALYSIS FOR MAINTENANCE AND PROTECTION OF TRAFFIC

Name of Bidder :
 Item Number : 1.8
 Description of work : Maintenance and Protection of Traffic
 Unit Work : Lump sum

No.	DESCRIPTION	UNIT	QUANTITY	UNIT COST		AMOUNT	
				FC (Yen)	LC (Rp)	FC (Yen)	LC (Rp)
1.	Safety Supervisor 2 Personnel	M/M					
2.	Labor and Flagger 4 personnel	M/M					
3.	Radio Communication rental	Each					
4.	Warning Sign	Each					
5.	Traffic Cones	Each					
6.	Temporary Fence + Warning Lamp	Lin.m					
7.	Project Description Board During Construction	Each					
8.	Inspection Car (Pick Up)	M/M					
9.	Motor Cycles	M/M					
10.	Movable Concrete Barrier	Lin.m					
11.	Rotator Lamp	Each					
12.	Flag man	M/M					
13.	Flash Light	Each					
14.	Neon Box	Each					
A.	Total						
B.	Over Head & Profit (10% X A)						
C.	Lump sum Price = (A + B)						

Notes :

- LC means Local Currency (Rupiah)
- FC means Foreign Currency (Yen)
- The quantities shall be the minimum requirement
- The Contractor shall be responsible to the additional quantity requested by engineer during construction period
- The lump sum price given by the bidder must cover all relevant taxes (but excluding PPN) additional material, labor or equipment may be required.
- The lump sum price given by the bidder is including overhead cost and profit max 10%.

 Signature and Seal of the Bidder

 Date

APPENDIX 9 TO BID

DETAILED COST ANALYSIS FOR MATERIALS ON SITE

Name of Bidder :

Item * :

Unit :

No.	COST ELEMENT	Rp / Unit	Unit Cost		Amount		Combined Amount (Rp)
			LC	FC	LC	FC	
1.	CIF Cost at Post / Quarry From	/					
2.	Handling	/					
3.	Transport to Site (Km	/					
4.	Unloading, Storage, etc.	/					

Note:

- * To be filled in for bitumen, crushed stone, sand shoulder material, cement and reinforcing steel and other materials to be stored on site.

(Signature and seal of Bidder)

Date

APPENDIX 10 TO BID

LIST OF WORKS PROPOSED TO BE SUB-CONTRACTED

PAY ITEM	DESCRIPTION OF PAY ITEM	PERCENT OF PAY ITEM TOTAL PRICE %	PERCENT OF BID PRICE %	NAME OF SUBCONTRACTOR (If required)
Total %				

Note : Material Supplier do not have to be listed as subcontractor.

Signature and Seal of Bidder

Date

FORM OF BID SECURITY (BANK GUARANTEE)

[LETTER HEAD OF BANK]

WHEREAS, _____ [Name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated _____ [Date] for the construction of _____ [Name of Contract] (hereinafter called “the Bid.”)

KNOW ALL MEN by these presents that WE _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called “**the Bank**”) are bound unto the **DIRECTORATE GENERAL OF HIGHWAYS (DGH)** (hereinafter called “**the Employer**”) in the sum of _____ Rupiah _____, (Rp _____)

for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assign by these presents.

SEALED with the common seal of the said Bank this _____ day of _____, 200__.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid: or
2. If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidders: or
3. If the Bidder have been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b. Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders

We undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the three (3) conditions, specifying the occurred condition or conditions.

THIS GUARANTEE will remain in force up to and including the date 28 days after the date of expiration of the Bid Validity as stated in the Instructions to Bidders, or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect to this Guarantee should reach the Bank not later than the date above.

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

Dated this _____ day of _____, 200__

[Signature of Bank Representative]

[Seal of the Bank]

IN THE PRESENCE OF:

[Witness Name and Signature]

[Witness Name and Signature]

[Address]

[Address]

SECTION IX

BILL OF QUANTITIES

BIDDING DOCUMENTS

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SECTION IX

BILL OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General Conditions of Contract, Conditions of Particular Application, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Japanese Yen, and/or Rupiah, while the foreign currency requirements, included in the said rates and prices, shall be indicated in the Appendix to Bid (see Instructions to Bidders, Clause 15).
5. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rate and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. The brief description of the pay items given in the Bill of Quantities is purely for the purpose of identification and in no way modifies or supercedes the detailed description given in the Technical Specifications.
8. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill Quantities. References to the relevant sections of the contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
9. Bidders may submit as part of their Bid the priced Bill of Quantities in electronic format. Notwithstanding this requirement, Bidders shall submit a completed hard copy of the Bill of Quantities, based on the bid documents. In the event of any discrepancy between electronic and hard copy of the Bill of Quantities, the hard copy shall prevail.

10. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 13.5 of Part I of the Conditions of Contract.
11. The Method of measurement of completed work for payment shall be defined in the Technical Specifications. Except as otherwise specifically stated, measurement shall be based on the dimensions indicated in the Drawings or as directed by the Engineer, and no allowance shall be made for over-excavation, bulking, shrinkage or waste.
12. Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows:
 - (a) where there is a discrepancy between 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 total amount derived from the multiplication of the unit price and 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 price, in which event the total amount as quoted will govern and the unit rate will be corrected.
13. Rock is defined as all materials which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and which cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear-mounted, heavy-duty ripper.

Abbreviations used in the Bill of Quantities shall have the following meanings

bd.ft	board feet	L.S.	lump sum
ea	each	hr	hour
pc.	piece	mo.	month
doz	dozen	p.s.	provisional sum
mm	millimeter	gal.	gallon
m	meter	kg	Kilogram
l.m.	linear meter	Ton	Tonne
km	Kilometer	No.	Number
ft	feet	p.s.	provisional sum
sq.mm	square millimeter	gal.	gallon
sq.m	square meter	kg	Kilogram
ha	hectare		
cu.m.	cubic meter		

**SUMMARY OF TOTAL BID PRICE
(COMBINED COSTS OF TWO FLYOVERS UNDER THIS PACKAGE)**

Project : North Java Corridor Flyover Project
 Package : II
 Package Name : Construction of Nagreg Flyover and Gebang Flyover
 Province : Bandung Metropolitan

DIVISION No.	DESCRIPTION	NAGREG		GEBANG		COMBINED COST OF 2 FLYOVERS		COMBINED TOTAL COST IN RUPIAH
		FC (Rp)	LC (Rp)	FC (Rp)	LC (Rp)	FC (Rp)	LC (Rp)	
1	General							
2	Drainage							
3	Earthworks							
4	Pavement Widening and Shoulders							
5	Granular Pavement							
6	Asphalt Pavement							
7	Structures							
8	Miscellaneous							
9	Utilities							
(A)	Sum of Divisions 1 to 9							
(B)	Value Added tax (PPN) = 10 % x (A)							
(C)	Total Bid Price = (A+B)							
Combined Amount in Words.....								

BID PRICE COMPONENTS

(i) Foreign Currency Component of Total Bid Price (Yen) Amount in Words:	¥
(ii) Local Currency Component of Total Bid Price (Rupiah) Amount in Words:	Rp

Exchange Rate, as specified in the Instructions to Bidders
 1 ¥ = Rp

 (Signature and Seal of Bidder)

 (Date)

**NORTH JAVA CORRIDOR FLYOVER PROJECT
BILL OF QUANTITIES (NAGREG FLYOVER)**

Package No. : II
 Package Name : Construction Nagreg and Gebang Flyovers
 Province : Bandung Metropolitan

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				FC (Rp)	LC (Rp)	FC (Rp)	LC (Rp)
a	b	c	d	e	f		
DIVISION 1 - GENERAL							
1.2	Mobilization and De Mobilization	LS					
1.3	Engineering Facilities	LS					
1.8	Maintenance and Protection of Traffic	LS					
	Sub Total for Division No.1						
DIVISION 2 - DRAINAGE							
2.1 (1)	Excavation for Drainage Ditches and Waterways	Cu. m					
2.2 (1)	Mortared Stonework for Drainage Channel	Cu. m					
2.3 (1)	Reinforced Concrete Pipe Culvert Inn.Dim.400 mm Type A	Ln. m					
2.3 (2)	Reinforced Concrete Pipe Culvert Inn.Dim.400 mm Type B	Ln. m					
2.3 (3)	Reinforced Concrete Pipe Culvert Inn.Dim.600 mm Type A	Ln. m					
2.3 (4)	Reinforced Concrete Pipe Culvert Inn.Dim.600 mm Type B	Ln. m					

2.3 (5)	Reinforced Concrete Pipe Culvert Type A	Inn.Dim.800 mm	Lin. m				
2.3 (6)	Reinforced Concrete Pipe Culvert Type B	Inn.Dim.800 mm	Ln. m				
2.3 (7)	Reinforced Concrete Pipe Culvert Type A	Inn.Dim.1000 mm	Ln. m				
2.3 (8)	Reinforced Concrete Pipe Culvert Type B	Inn.Dim.1000 mm	Ln. m				
2.3 (9)a	Manhole, Type I		Each				
2.3 (9)b	Manhole, Type II		Each				
2.3 (9)c	Manhole, Type III		Each				
2.3 (9)d	Manhole, Type IV		Each				
2.3 (9)e	Manhole, Type V		Each				
2.3 (9)f	Manhole, Type VI		Each				
2.3 (9)g	Manhole, Type VII		Each				
2.3 (9)h	Manhole, Type VIII		Each				
2.3 (9)i	Manhole, Type IX		Each				
2.3 (9)j	Manhole, Type X		Each				
2.3 (10)	Catch Basin Type I		Each				
2.3 (11)	Catch Basin Type II		Each				

2.3 (12)a	U – Ditch, DS – 1	Ln. m					
2.3 (12)b	U – Ditch, DS – 2	Ln. m					
2.3 (12)c	U – Ditch, DS – 2A	Ln. m					
2.3 (1)d	U – Ditch, DS – 3	Ln. m					
2.3 (12)e	U – Ditch, DS – 4	Ln. m					
2.3 (12)f	U – Ditch, DS – 5	Ln. m					
2.3 (13)	Drain Pipe 150 mm (6") Diameter	Ln. m					
2.3 (14)	Drain Pipe 200 mm (8") Diameter	Ln. m					
2.3 (15)	Drain Pipe 250 mm (10") Diameter	Ln. m					
2.3 (16)	Deck Drain Type 1	Each					
2.3 (17)	Deck Drain Type 2	Each					
2.3 (18)	Steel Gutter Screen	Ln.m					
2.3 (19)	Outer Ditch for Viaduct	Ln.m					
	Total for Division No.2						

BILL OF QUANTITIES

Package No. : II
 Package Name : Construction of Nagreg and Gebang Flyovers
 Province : West Java Province

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				FC (Rp)	LC (Rp)	(Rp)	(Rp)
a	b	c	d	e	f	f	f
	DIV.3 EARTHWORK						
3.1 (1)	Clearing and Grubbing	Sq. m					
3.1 (2)	Selected Tree Removal Diameter < 30 Cm	Each					
3.1 (3)	Selected Tree Removal Diameter > 30 Cm	Each					
3.2 (1)	Common Excavation	Cu. m	3,368.294				
3.2 (2)	Excavation of Existing Pavement	Cu. m					
3.2 (3)	Structure Excavation to a depth not Exceeding 2 m	Cu. m	14,405.410				
3.2 (4)	Structure Excavation to a depth greater than 2 m but not Exceeding 4 m	Cu. m					
3.2 (5)	Structure Excavation to a depth greater than 4 m	Cu. m					
3.2 (7)	Rock Excavation	Cu. m					
3.3 (1)	Borrow materials and Common Backfill	Cu. m					
3.3 (2)	Structural Backfill	Cu. m					
3.3 (3)	Permeable Backfill	Cu. m					

3.3 (4)	Lightweight Embankment	Cu. m					
SS 3.3 (1)	Intermediate Concrete Slab	Sq. m					
SS 3.3 (2)	Mechanical Stabilized Earthwall (MSE)	Sq. m					
SS 3.3 (3)	Retaining Wall for Lightweight Embankment	Sq. m					
3.4 (1)	Sub Grade Preparation	Sq. m					
	Sub Total for Division No3						
	DIV.4 PAVEMENT WIDENING AND SHOULDERS						
4.2 (2)	Aggregate Base Class B	Cu.m	117.320				
	Total for Division No.4						
	DIVISION - GRANULAR PAVEMENT						
5.1 (1)	Aggregate Base Class A	Cu.m					
5.1 (2)	Aggregate Base Class B	Cu.m					
	Total for Division No.5						
	DIVISION 6 ASPHALT PAVEMENT						
6.1 (1)	Prime Coat	Ltr					
6.1 (2)	Tack Coat	Ltr					
6.3 (1)	Asphalt Concrete Wearing Course (AC-WC)	Ton					
6.3 (2)	Asphalt Concrete Binder Course (AC-BC)	Ton					

6.3 (3)	Asphalt Concrete Base (AC-Base)											
	Total for Division No.6											
	DIV. 7 – STRUCTURES											
7.1.(1)a	Structure Concrete, Class A (fc' = 35 Mpa) (for Post Tension Double Girder)	Cu.m										
7.1. (1)b	Structure Concrete, Class A (fc' = 35 Mpa) (for Deck Slab Steel Girder)	Cu.m										
7.1. (2)a	Structure Concrete, Class B (fc' = 30 Mpa) (for pier head)	Cu.m										
7.1. (2)b	Structure Concrete, Class B (fc' = 30 Mpa) (for Column)	Cu.m										
7.1. (2)c	Structure Concrete, Class B (fc' = 30 Mpa) (for Composite Column)	Cu.m										
7.1. (2)d	Structure Concrete, Class B (fc' = 30 Mpa) (for Abutment)	Cu.m										
7.1. (3)a	Structure Concrete, Class B1(fc' =28 Mpa) (for Barrier, Median)	Cu.m										
7.1. (3)b	Structure Concrete, Class B1(fc' =28 Mpa) (for Parapet, Wall)	Cu.m										
7.1. (5)	Structure Concrete, Class C (fc' = 24 Mpa) (for footing, approach slab, and retaining wall)	Cu.m										
7.1. (6)	Structure Concrete, Class D (fc' = 20 Mpa)	Cu.m										
7.1.(8)	Lean Concrete, Class E (fc'=17 Mpa)	Cu.m										

SS.7.1(9)	Waterproofing on Deck	Sq.m				
SS.7.1(10)	Structural Casing for Bored Pile (Inner Ribbed Surface t =13 mm)	Kg				
SS.7.1(11)	Structural Casing for Bored Pile (erected)	Kg				
7.2.9	PC Strand Size 12.7 mm	Kg				
7.2.(9)a	PC Strand Size 21.8 mm	Kg				
7.3.(3)	PC Bar	Kg				
7.3.(4)	Reinforcing Steel Bars, Grade 40	Kg				
7.5 (1)a	Furnish and Delivery of Steel Girder	Ton				
7.5 (1)b	Furnish and Delivery of Steel Copping and Portal	Ton				
7.5 (3)	Erection of Steel Girders	Ton				
7.5 (4)	Erection of Steel Copping and Portals	Ton				
7.6 (22)	Cast in Place Concrete Pile, 1500 mm Diameter	Ln. m				
7.6 (23)	Cast in Place Concrete Pile, 1800 mm Diameter	Ln. m				
7.6 (24)	Cast in Place Concrete Pile, 2000 mm Diameter	Ln. m				
7.6 (25)	Cast in Place Concrete Pile, 2200 mm Diameter	Ln. m				
7.6 (26)	Cast in Place Concrete Pile 2500 mm Diameter	Ln. m				
7.6 (30)	Pile Integrity Test	Each				
SS7.6 (29)a	Pile Dynamic Analysis (PDA) 1500 mm diameter	Each				
SS7.6 (29)b	Pile Dynamic Analysis (PDA) 1800 mm diameter	Each				

SS7.6 (29)c	Pile Dynamic Analysis (PDA) 2500 mm diameter	Each				
7.9(1)	Stone Masonry	Cu. m				
7.9.(2)	Blinding Stone	Cu.m				
7.9. (2)	Expansion Joint (Type A)	Ln. m				
7.9. (3)	Expansion Joint (Type B)	Ln. m				
SS	Restrainer (A)	Set				
SS	Restrainer (B)	Set				
SS	Stopper for Steel Girder	Set				
7.12 (2)a	Elastomeric Bearing Pad, Type -1	Each				
7.12 (2)b	Elastomeric Bearing Pad, Type -2	Each				
7.12 (2)c	Elastomeric Bearing Pad, Type -3	Each				
7.12 (2)d	Elastomeric Bearing Pad, Type -4	Each				
7.12 (7)a	Mechanical Bearing for Steel Girder, Type A	Set				
7.12 (7)b	Mechanical Bearing for Steel Girder, Type B	Set				
7.12 (7)c	Mechanical Bearing for Steel Girder, Type C	Set				
7.12 (7)d	Mechanical Bearing for Steel Girder, Type D	Set				
7.12 (7)e	Mechanical Bearing for Steel Girder, Type E	Set				
7.12 (7)f	Mechanical Bearing for Steel Girder, Type F	Set				
7.13	Steel Bridge Railings	Ln. m				
7.14	Bridge Name Plate	Each				

7.15 (1)	Demolition of existing Stone Masonry	Cu. m					
7.15 (2)	Demolition of existing Structure Concrete	Cu. m					
7.15 (10)	Demolition of Existing Rigid Pavement	Sq.m					
7.15 (11)	Demolition of Existing Hedge or Fence	Ln. m					
7.15 (12)	Demolition of Existing Concrete Sidewalk	Sq. m					
7.15 (13)	Demolition of Existing Concrete Curb	Ln. m					
7.16.(2)	Concrete Pavement with Wire Mesh (t = 270 mm)	Sq. m					
7.17.(1)	Lean Concrete (t = 100 mm)	Sq. m					
	Total for Division No.7						
	DIV.8 – MISCELLANEOUS						
8.1.1	Solid Sodding	Sq. m					
8.3. (1)	Vehicle Guardrail Type A	Ln. m					
8.3 (13)	BRC Fence	Ln. m					
8.3 (15)	Guard Fence Over Railway	Ln. m					
8.4. (1)	Regulatory and Warning Sign, Type A	Each					
8.4.(2)	Regulatory and Warning Sign, Type B	Each					
8.5.(17)	Overhead Sign, Type A	Each					
8.5.(18)	Overhead Sign, Type B	Each					

8.5.(19)	Overhead Sign, Type C	Each						
8.6.(6)	Reflective Thermoplastic Pavement Marking	Sq. m						
8.8.(1)	Precast Concrete Curb, Type A	Ln. m						
8.8.(2)	Precast Concrete Curb, Type B	Ln. m						
8.9.(3)	Concrete Median, Type A	Ln. m						
8.9.(4)	Concrete Median, Type B	Ln. m						
8.9.(5)	Concrete Sidewalk	Sq. m						
	Total for Division No.8							
	DIV. 9 – UTILITIES							
9.1.(1)	Street Lighting Pole, Type A (11 m)	Each						
9.1.(2)	Street Lighting Pole, Type A (13 m)	Each						
9.1.(10)	Street Lighting Ceiling Sont 150 watt, Type A	Each						
9.1.(10)a	Street Lighting Ceiling Sont 250 watt, Type B	Each						
9.1.(12)a	Street Lighting Panel, LP-PJU Type A FO	Each						
9.1.(12)b	Panel Type LP-PJU 1	Each						
9.1.(12)c	Panel Type LP-PJU 2	Each						
9.1.(12)d	Panel Type LP-PJU 3	Each						
9.1.(12)e	Panel Type LP-PJU 4	Each						
9.1.(12)f	Panel Type LP-PJU 5	Each						

9.1.(12)g	Panel Type LP-PJU 6	Each					
9.1.(13)	Traffic Signal Head, Type A	Each					
9.1.(14)	Traffic Signal Head, Type B	Each					
9.1.(17)	Traffic Signal Pole, Type I	Each					
9.1.(18)	Traffic Signal Pole, Type II	Each					
9.1.(23)	Cable Type – 3 (NY 2 – 2.5 mm ²)	Ln. m					
9.1.(25)	Cable Type – 4 (NYFGBY 4C – 10 mm ²)	Ln. m					
9.1.(27)	Cable Type – 9 (NYFGBY 4C – 25 mm ²)	Ln. m					
9.1.(29)	Cable Type – 10 (NYFGBY 4C – 50 mm ²)	Ln. m					
9.1.(34)	Steel Conduit, 100 mm diameter	Each					
9.1.(40)	Removal of Lighting Pole	Each					
9.1.(41)	Removal of Lighting Signal	Each					
	Total for Division No. 9						
	GRAND TOTAL						

(Signature and Seal of Bidder)

(Date)

**SUMMARY OF BILL OF QUANTITIES
(FOR GEBANG FLYOVER)**

Project : North Java Corridor Flyover Project
 Package : II
 Package Name : Construction of Nagreg Flyover and Gebang Flyover
 Province : Bandung Metropolitan

DIVISION No.	DESCRIPTION	FC (¥)	LC (Rp)	COMBINED (Rp)
1	General			
2	Drainage			
3	Earthworks			
4	Pavement Widening and Shoulders			
5	Granular Pavement			
6	Asphalt Pavement			
7	Structures			
8	Miscellaneous			
9	Utilities			
(C)	Sum of Divisions 1 to 9			
(D)	Value Added tax (PPN) = 10 % x (A)			
(C)	Total Bid Price = (A+B)			
Combined Amount in Words.....				

BID PRICE COMPONENTS

(i)	Foreign Currency Component of Total Bid Price (Yen) Amount in Words:	¥
(ii)	Local Currency Component of Total Bid Price (Rupiah) Amount in Words:	Rp

Exchange Rate, as specified in the Instructions to Bidders
 1 ¥ = Rp

 (Signature and Seal of Bidder)

 (Date)

**NORTH JAVA CORRIDOR FLYOVER PROJECT
BILL OF QUANTITIES**

Package No. : II
 Package Name : Construction Gebang Flyover
 Province : Bandung Metropolitan

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT	
				FC (Rp)	LC (Rp)	FC (Rp)	LC (Rp)
a	b	c	d	e	f		
DIV.1 GENERAL							
1.2	Mobilization and De Mobilization	LS					
1.2.(1)b	Engineering Facilities	LS					
1.8	Maintenance and Protection of Traffic	LS					
Sub Total for Division No.1							
DIV.2 DRAINAGE							
2.1 (1)	Excavation for Drainage Ditches and Waterways	Cu. m					
2.2 (1)	Mortared Stonework for Drainage Channel	Cu. m					
2.3 (1)	Reinforced Concrete Pipe Culvert Inn.Dim.400 mm Type A	Ln. m					
2.3 (2)	Reinforced Concrete Pipe Culvert Inn.Dim.400 mm Type B	Ln. m					
2.3 (3)	Reinforced Concrete Pipe Culvert Inn.Dim.600 mm Type A	Ln. m					
2.3 (4)	Reinforced Concrete Pipe Culvert Inn.Dim.600 mm Type B	Ln. m					

2.3 (5)	Reinforced Concrete Pipe Culvert Inn.Dim.800 mm Type A	Ln. m				
2.3 (6)	Reinforced Concrete Pipe Culvert Inn.Dim.800 mm Type B	Ln. m				
2.3 (7)	Reinforced Concrete Pipe Culvert Inn.Dim.1000 mm Type A	Ln. m				
2.3 (8)	Reinforced Concrete Pipe Culvert Inn.Dim.1000 mm Type B	Ln. m				
2.3 (9)a	Manhole, Type I	Each				
2.3 (9)b	Manhole, Type II	Each				
2.3 (9)c	Manhole, Type III	Each				
2.3 (9)d	Manhole, Type IV	Each				
2.3 (9)e	Manhole, Type V	Each				
2.3 (9)f	Manhole, Type VI	Each				
2.3 (9)g	Manhole, Type VII	Each				
2.3 (9)h	Manhole, Type VIII	Each				
2.3 (9)i	Manhole, Type IX	Each				
2.3 (9)j	Manhole, Type X	Each				
2.3 (10)	Catch Basin Type I	Each				
2.3 (11)	Catch Basin Type II	Each				
2.3 (12)a	U – Ditch, DS – 1	Ln. m				

2.3 (12)b	U – Ditch, DS – 2	Ln. m					
2.3 (12)c	U – Ditch, DS – 2A	Ln. m					
2.3 (1)d	U – Ditch, DS – 3	Ln. m					
2.3 (12)e	U – Ditch, DS – 4	Ln. m					
2.3 (12)f	U – Ditch, DS – 5	Ln. m					
2.3 (13)	Drain Pipe 150 mm (6") Diameter	Ln. m					
2.3 (14)	Drain Pipe 200 mm (8") Diameter	Ln. m					
2.3 (15)	Drain Pipe 250 mm (10") Diameter	Ln. m					
2.3 (16)	Deck Drain Type 1	Each					
2.3 (17)	Deck Drain Type 2	Each					
2.3 (18)	Steel Gutter Screen	Ln.m					
2.3 (19)	Outer Ditch for Viaduct	Ln.m					
	Total for Division No.2						

BILL OF QUANTITIES

Package No. : II
 Package Name : Construction of Gebang Flyover
 Province : West Java Province

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	RATE			AMOUNT	
				FC (Rp)	LC (Rp)	e	(Rp)	f
a	b	c	D					
	DIV.3 EARTHWORK							
3.1 (1)	Clearing and Grubbing	Sq. m						
3.1 (2)	Selected Tree Removal Diameter < 30 Cm	Each						
3.1 (3)	Selected Tree Removal Diameter > 30 Cm	Each						
3.2 (1)	Common Excavation	Cu. m						
3.2 (2)	Excavation of Existing Pavement	Cu. m						
3.2 (3)	Structure Excavation to a depth not Exceeding 2 m	Cu. m						
3.2 (4)	Structure Excavation to a depth greater than 2 m but not Exceeding 4 m	Cu. m						
3.2 (5)	Structure Excavation to a depth greater than 4 m	Cu. m						
3.2 (7)	Rock Excavation	Cu. m						
3.3 (1)	Borrow materials and Common Backfill	Cu. m						
3.3 (2)	Structural Backfill	Cu. m						
3.3 (3)	Permeable Backfill	Cu. m						

3.3 (4)	Lightweight Embankment	Cu. m						
SS 3.3	Soil Cement Improvement	Cu.m						
SS 3.3 (1)	Intermediate Concrete Slab	Sq. m						
SS 3.3 (2)	Mechanical Stabilized Earthwall (MSE)	Sq. m						
SS 3.3 (3)	Retaining Wall for Lightweight Embankment	Sq. m						
3.4 (1)	Sub Grade Preparation	Sq. m						
	Sub Total for Division No3							
	DIV.4 PAVEMENT WIDENING AND SHOULDERS							
4.2 (2)	Aggregate Base Class B	Cu.m						
	Total for Division No.4							
	DIV.5 GRANULAR PAVEMENT							
5.1 (1)	Aggregate Base Class A	Cu.m						
5.1 (2)	Aggregate Base Class B	Cu.m						
	Total for Division No.5							

6.1 (1)	DIV.6 ASPHALT PAVEMENT Prime Coat	Ltr						
6.1 (2)	Tack Coat	Ltr						
6.3 (1)	Asphalt Concrete Wearing Course (AC-WC)	Ton						
6.3 (2)	Asphalt Concrete Binder Course (AC-BC)	Ton						
6.3 (3)	Asphalt Concrete Base (AC-Base)	Ton						
	Total for Division No.6							
7.1.(1)a	DIV. 7 – STRUCTURES Structural Concrete, Class A (fc' = 35 Mpa) (for Post Tension Double Girder)	Cu.m						
7.1. (1)b	Structural Concrete, Class A (fc' = 35 Mpa) (for Deck Slab Steel Girder)	Cu.m						
7.1. (2)a	Structural Concrete, Class B (fc' = 30 Mpa) (for pier head)	Cu.m						
7.1. (2)b	Structural Concrete, Class B (fc' = 30 Mpa) (for Column)	Cu.m						
7.1. (2)c	Structural Concrete, Class B (fc' = 30 Mpa) (for Composite Column)	Cu.m						
7.1. (2)d	Structural Concrete, Class B (fc' = 30 Mpa) (for Abutment)	Cu.m						

7.1. (3)a	Structural Concrete, Class B1 (fc' =28 Mpa) (for Barrier, Median)	Cu.m				
7.1. (3)b	Structural Concrete, Class B1 (fc' =28 Mpa) (for Parapet, Wall)	Cu.m				
7.1. (5)	Structural Concrete, Class C (fc' = 24 Mpa) (for footing, approach slab, and retaining wall)	Cu.m				
7.1. (6)	Structure Concrete, Class D (fc' = 20 Mpa)	Cu.m				
7.1.(8)	Lean Concrete, Class E (fc'=17 Mpa)	Cu.m				
SS.7.1(9)	Waterproofing on Deck	Sq.m				
SS.7.1(10)	Structural Casing for Bored Pile (Inner Ribbed Surface t =13 mm)	Kg				
SS.7.1(11)	Structural Casing for Bored Pile (erected)	Kg				
7.2.9	PC Strand Size 12.7 mm	Kg				
7.2.(9)a	PC Strand Size 21.8 mm	Kg				
7.3.(3)	PC Bar	Kg				
7.3.(4)	Reinforcing Steel Bars, Grade 40	Kg				
7.5 (1)a	Furnish and Delivery of Steel Girder	Ton				
7.5 (1)b	Furnish and Delivery of Steel Copping and Portal	Ton				
7.5 (3)	Erection of Steel Girders	Ton				
7.5 (4)	Erection of Steel Copping and Portals	Ton				
7.6 (22)	Cast in Place Concrete Pile, 1500 mm Diameter	Ln. m				

7.6 (23)	Cast in Place Concrete Pile, 1800 mm Diameter	Ln. m				
7.6 (24)	Cast in Place Concrete Pile, 2000 mm Diameter	Ln. m				
7.6 (25)	Cast in Place Concrete Pile, 2200 mm Diameter	Ln. m				
7.6 (26)	Cast in Place Concrete Pile 2500 mm Diameter	Ln. m				
7.6 (30)	Pile Integrity Test	Each				
SS7.6 (29)a	Pile Dynamic Analysis (PDA), 1500 mm diameter	Each				
SS7.6 (29)b	Pile Dynamic Analysis (PDA), 1800 mm diameter	Each				
SS7.6 (29)c	Pile Dynamic Analysis (PDA), 2500 mm diameter	Each				
7.9(1)	Stone Masonry	Cu. m				
7.9.(2)	Blinding Stone	Cu.m				
7.9. (2)	Expansion Joint (Type A)	Ln. m				
7.9. (3)	Expansion Joint (Type B)	Ln. m				
SS	Restrainer (A)	Set				
SS	Restrainer (B)	Set				
SS	Stopper for Steel Girder	Set				
7.12 (2)a	Elastomeric Bearing Pad, Type -1	Each				
7.12 (2)b	Elastomeric Bearing Pad, Type -2	Each				
7.12 (2)c	Elastomeric Bearing Pad, Type -3	Each				
7.12 (2)d	Elastomeric Bearing Pad, Type -4	Each				

7.12 (7)a	Mechanical Bearing for Steel Girder, Type A	Set					
7.12 (7)b	Mechanical Bearing for Steel Girder, Type B	Set					
7.12 (7)c	Mechanical Bearing for Steel Girder, Type C	Set					
7.12 (7)d	Mechanical Bearing for Steel Girder, Type D	Set					
7.12 (7)e	Mechanical Bearing for Steel Girder, Type E	Set					
7.12 (7)f	Mechanical Bearing for Steel Girder, Type F	Set					
7.13	Steel Bridge Railings	Ln. m					
7.14	Bridge Name Plate	Each					
7.15 (1)	Demolition of existing Stone Masonry	Cu. m					
7.15 (2)	Demolition of existing Structure Concrete	Cu. m					
7.15 (10)	Demolition of Existing Rigid Pavement	Sq.m					
7.15 (11)	Demolition of Existing Hedge or Fence	Ln. m					
7.15 (12)	Demolition of Existing Concrete Sidewalk	Sq. m					
7.15 (13)	Demolition of Existing Concrete Curb	Ln. m					
7.16.(2)	Concrete Pavement with Wire Mesh (t = 270 mm)	Sq. m					
7.17.(1)	Lean Concrete (t = 100 mm)	Sq. m					
	Total for Division No.7						

8.1.1	DIVISION 8 – MISCELLANEOUS Solid Sodding	Sq. m						
8.3.(1)	Vehicle Guardrail Type A	Ln. m						
8.3.(13)	BRC Fence	Ln. m						
8.3.(15)	Guard Fence Over Railway	Ln. m						
8.4.(1)	Regulatory and Warning Sign, Type A	Each						
8.4.(2)	Regulatory and Warning Sign, Type B	Each						
8.5.(17)	Overhead Sign, Type A	Each						
8.5.(18)	Overhead Sign, Type B	Each						
8.5.(19)	Overhead Sign, Type C	Each						
8.6.(6)	Reflective Thermoplastic Pavement Marking	Sq. m						
8.8.(1)	Precast Concrete Curb, Type A	Ln. m						
8.8.(2)	Precast Concrete Curb, Type B	Ln. m						
8.9.(3)	Concrete Median, Type A	Ln. m						
8.9.(4)	Concrete Median, Type B	Ln. m						
8.9.(5)	Concrete Sidewalk	Sq. m						
	Total for Division No.8							

DIVISION 9 – UTILITIES								
9.1.(1)	Street Lighting Pole, Type A (11 m)	Each						
9.1.(2)	Street Lighting Pole, Type A (13 m)	Each						
9.1.(10)	Street Lighting Ceiling Sont 150 watt, Type A	Each						
9.1.(10)a	Street Lighting Ceiling Sont 250 watt, Type B	Each						
9.1.(12)a	Street Lighting Panel, LP-PJU Type A FO	Each						
9.1.(12)b	Panel Type LP-PJU 1	Each						
9.1.(12)c	Panel Type LP-PJU 2	Each						
9.1.(12)d	Panel Type LP-PJU 3	Each						
9.1.(12)e	Panel Type LP-PJU 4	Each						
9.1.(12)f	Panel Type LP-PJU 5	Each						
9.1.(12)g	Panel Type LP-PJU 6	Each						
9.1.(13)	Traffic Signal Head, Type A	Each						
9.1.(14)	Traffic Signal Head, Type B	Each						
9.1.(17)	Traffic Signal Pole, Type I	Each						
9.1.(18)	Traffic Signal Pole, Type II	Each						
9.1.(23)	Cable Type – 3 (NYY 2 – 2.5 mm ²)	Ln. m						
9.1.(25)	Cable Type – 4 (NYFGBY 4C – 10 mm ²)	Ln. m						
9.1.(27)	Cable Type – 9 (NYFGBY 4C – 25 mm ²)	Ln. m						

9.1.(29)	Cable Type – 10 (NYFGBY 4C – 50 mm ²)	Ln. m				
9.1.(34)	Steel Conduit, 100 mm diameter	Each				
9.1.(40)	Removal of Lighting Pole	Each				
9.1.(41)	Removal of Lighting Signal	Each				
	Total for Division No. 9					
	TOTAL (GEBANG)					

(Signature and Seal of Bidder)

(Date)

SECTION X

SCHEDULES OF
SUPPLEMENTARY INFORMATION

SECTION X

SCHEDULES OF SUPPLEMENTARY INFORMATION

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1. GENERAL

The Bidder is required to complete the Schedules attached hereafter and/or submit any documentation demanded therein as part of the bid submission documentation, together with the Schedules themselves. Any bid not complying fully with this requirement will be considered non-responsive in accordance with Clauses 25 & 28 of the Instructions to Bidders.

2. SCHEDULES APPLICABLE TO TECHNICAL PROPOSAL EVALUATION

The following Schedules are applicable to the Technical Proposal and shall be placed in Envelope 1 (see Instructions to Bidders, Clause 13), together with any attendant data:

- SCHEDULE 1 Power of Attorney
- SCHEDULE 2 Statement of Continuing Eligibility
- SCHEDULE 3 Form of Declaration (Japanese Content Requirement)
- SCHEDULE 4 Detailed Project Organization Chart
- SCHEDULE 5 List of Contractor's proposed Key Personnel
- SCHEDULE 6 Details of Contractor's proposed Key Personnel
- SCHEDULE 7 Detailed Manpower Schedule
- SCHEDULE 8 General Construction / Time Schedule and S-Curve
- SCHEDULE 9 List Contractor's proposed Construction Plant and Equipment and Utilization Schedule
- SCHEDULE 10 Detailed Construction Method

3. SCHEDULES APPLICABLE TO COST PROPOSAL EVALUATION

The following Schedules are applicable to the Cost Proposal Evaluation. The hard copies shall be placed within Envelope 2 (see Instructions to Bidders, Clause 13) together with electronic copies of files and any other attendant data:

- SCHEDULE 11 Unit Price Analysis Sheet
- SCHEDULE 12 List of Materials / Goods to be imported from Japan
- SCHEDULE 13 List of Materials / Goods to be procured from Eligible Local Manufacturing Company(ies) (ELMC)

SCHEDULE 14 Declaration of the Amount of the Contract to be Procured from Japan and Eligible Local Manufacturing Company(ies).

4. LIMITATIONS OF SUBMITTING DATA

The data submitted by the Bidder in response to these Schedules of Supplementary Information is required for Bid Evaluation purposes. Acceptance of the Bidder's submission shall not be deemed to mean that such data submitted by the Bidder is in line with the requirements of the Contract or acceptable to the Engineer, and the Contractor shall submit, to the satisfaction of the Engineer, all required documentation to the level of detail demanded under the Contract, notwithstanding that it may have been submitted as part of the bid submission documentation.

POWER OF ATTORNEY

Know all men by these presents, that we _____
(Name of Company), duly organized and existing under the laws of _____
_____ (Country) hereby duly authorize and extend complete
POWER OF ATTORNEY to the following named person to sign all documents concerning
proposal, bid, negotiations, contract and other documents as may be necessary, for and on
behalf of the company.

Name in Full	Title	Signature
_____	_____	_____

In witness whereof the undersigned made this Power of Attorney under legal signature and
Company seal on this _____ day of _____ 200.

(Name of Company and Seal)

signed : _____
(Name)

(Title)

Certified by Public Notary:

_____ (seal)

STATEMENT OF CONTINUING ELIGIBILITY

Name of Bidder:

The Bidder has been duly prequalified on the basis of the information provided by him in the previously submitted Prequalification Documents in respect of the Project. If the information provided within those Prequalification Documents has, in the opinion of the Employer, adversely changed in respect of any of the following items, the Bidder may no longer be qualified to submit a Bid:

1. the composition of the joint venture arrangement¹ (where the Bidder is a joint venture)
2. the nationality of the Bidder and/or any of the joint venture partners
3. the financial capacity of the Bidder or any of the joint venture partners
4. the technical capability of the Bidder or any of the joint venture partners
5. the litigation history

The Bidder is required to complete and sign the certification set out below. If it is subsequently found that a Bidder who is no longer qualified to bid has submitted a Bid, that Bid will be rejected.

We hereby certify that in respect of the above-listed items:

<input type="checkbox"/>	no changes have occurred such as would adversely affect our prequalification submission data. ²
<input type="checkbox"/>	changes have occurred in respect of the following ³ of the above-listed items, and details of such changes are attached hereto:
Signed by Bidder:	
	(Printed Name of Person Signing for the Bidder)

¹ The Bidder is to attach a signed copy of the Joint Venture Agreement

² The Bidder is to tick the appropriate box and cross out whichever wording is not applicable

³ The Bidder is to identify the affected items from the above list in the box provided.

**FORM OF DECLARATION
(JAPANESE CONTENT REQUIREMENT)**

I, the Undersigned, hereby certify that (_____) percent (_____%) of the amount of the contract are procured from Japan and the Eligible Local Manufacturing Company(ies).

I, the Undersigned, further certify that, (Name of the Prime Contractor) has been incorporated and registered in Japan, has its appropriate facilities for producing or providing the goods and services in Japan and actually conducts its business there.

I, the Undersigned, further certify that, (Name of the Subcontractor) has been incorporated and registered in (Japan or the Republic of the Indonesia), has its appropriate facilities for producing or providing the goods in (Japan or the Republic of Indonesia) and actually conducts its business there.

Date:

Name of the Firm
Legal Address

Signature by authorized Signatory

DETAILED PROJECT ORGANIZATION CHART

Name of Bidder:

The Bidder is required to submit the following information to demonstrate the intended arrangements in respect of his Project Organization:

1. A detailed Project Organization Chart showing the proposed project team, covering the entire organization (on-Site and off-Site), and including all relevant sections and departments of the organization. The chart shall also include the names of the proposed sub-contractors and show all management and senior supervisory positions within each company, identifying the names of the personnel proposed for these positions (and matching details supplied in connection with the key personnel referred to in Schedule 5).
2. The descriptions of the responsibilities of each section/department of the organization and the job descriptions of the management and supervisory positions, including those listed in Schedule 5.
3. An outline description of the internal coordination and communication mechanisms proposed for the organization, including a description of the reporting structure.
4. A full description of the support role to be undertaken by the Bidder's Head Office in its home country.
5. A time schedule showing the time assigned for each of all management and supervisory personnel indicated in the Chart, for the whole of the Contract period (inclusive of the Defects Notification Period).

Award of the Contract shall not be deemed to mean that the information submitted by the Bidder in response hereto is acceptable to the Employer and/or the Engineer. The Engineer shall be at liberty to request the Contractor to revise all such proposals of the Bidder as may be required by the Engineer, following award of the Contract, and the Contractor shall be obliged to comply with all such requests.

Signature of authorized signatory of the Bidder

_____ Seal

Date

LIST OF CONTRACTOR'S PROPOSED KEY PERSONNEL

Name of Bidder:

The Contractor shall be required to appoint suitably qualified personnel to key certain positions, as referred to in the Prequalification (PQ) Documents. The specific experience requirements are as set out below.

POSITION	No. of Personnel		Total Experience (Years)	Any Position in Similar Works (Years)	Same Position in Similar Works (Years)
	Prime Candidate	Alternate			
General Superintendent ⁴	1	1	15	15	15
Assistant General Superintendent	2	2	10	10	10
Highway Engineer	1	1	10	10	10
Materials Engineer	2	2	10	10	10
Quality Control Engineer	2	2	10	10	10
Quantity Engineer	2	2	10	10	10
Bridge Engineer	2	2	10	10	10
Total (minimum)	9	9			

The Bidder is required to fill out the list hereunder to show the names of the personnel now proposed for specific positions indicated. The Bidder must also fill out Schedule 6 in respect of all key staff listed hereunder.

Signature of authorized signatory of the Bidder

Seal

Date

⁴ General Superintendent should come from the Lead Contractor in case of a joint venture.

SCHEDULE 5
Sheet 2 of 2

Position	Name of Prime Candidate in PQ Documents	Name of Alternate Candidate in PQ Documents	Name of Proposed Staff in this Bid
General Superintendent ⁵			
Assistant General Superintendent			
Highway Engineer			
Materials Engineer			
Quality Control Engineer			
Quantity Engineer			
Bridge Engineer			

Signature of authorized signatory of the Bidder

Seal

Date

⁵General Superintendent should come from the Lead Contractor in case of a joint venture.

DETAILS OF CONTRACTOR'S PROPOSED KEY PERSONNEL

Name of Bidder:

Proposed position on Project:	
Candidate Information	Name: _____ Date of birth: _____
	Education: _____ School/University: _____ Year: _____
	Professional qualification (copy of relevant certification to be attached immediately hereafter):
Present Employment	Name of Employer: _____
	Address: _____
	Telephone: _____ Contact (Manager/Personnel officer): _____
	Fax: _____ Telex: _____
	Current job title: _____ Years with present Employer: _____

AREAS OF EXPERIENCE	No. of Years (and Months)
Experience in Similar Works – Any Position	
Experience in Similar Works – Same Position	
Total Experience	

The Bidder must provide the above summary of the individual's professional experience over a period of at least 10 years (or more than 10 years if so required in accordance with Schedule 5), and to submit, as a minimum, a completed Schedule 6 for all key staff listed in Schedule 5.

Signature of authorized signatory of the Bidder

_____ Seal

Date

The Bidder is required to provide below details of the professional experience in reverse chronological order in sufficient detail to back up the above summary information, indicating particular technical and managerial experience relevant to the Project.

From	To	Company/Project/Location/Position/Relevant Technical and Management Experience/Value of Project in Japanese Yen/Length of Assignment (Years and Months)

Award of the Contract to the Bidder shall not imply acceptance of any of the personnel proposed by the Bidder, and the Engineer shall be at liberty, with cause, to reject any such personnel as are in his opinion unsuitable. The Contractor shall thereafter be obliged to find replacements for all such rejected personnel as are acceptable to the Engineer.

Signature and Seal of Bidder

Date

SCHEDULE 7

DETAILED MANPOWER SCHEDULE

Name of Bidder:

The Bidder is required to submit a detailed Manpower Schedule showing, on a month-by-month basis covering the entire duration of the Contract, the Manpower resources anticipated to be assigned for the execution of the Works.

The Manpower Schedule is to be broken down to show the number of foreign and local management and supervisory staff, the administrative support team (including office assistants, cleaners, drivers and the like), together with the skilled, semi-skilled and unskilled construction labor resources subdivided into their respective specializations (where appropriate).

As backup data to substantiate the summary data given in the Manpower Schedule, the Bidder is also required to submit a chart to show, again on a month-to-month basis, the allocation of the labor force to the individual elements of the Works as identified in the Construction Schedule (Schedule 8).

The Bidder is required to complete the following table to summarize data shown in the Manpower Schedule:

CLASS OF MANPOWER	LOCAL STAFF		FOREIGN STAFF		TOTALS	
	No.	%	No.	%	No.	%
Management Staff						
Supervisory Staff						
Administrative Support Staff						
Skilled Construction Labor						
Semi-skilled Construction Labor						
Unskilled Construction Labor						
TOTAL						

Award of the Contract to the Bidder shall not be deemed to mean that the Manpower Schedule is considered adequate for the carrying out of the Works, and the Contractor shall ensure that he provides sufficient manpower resources at the appropriate time necessary to execute the Works properly.

Signature and Seal of Bidder

_____ Date

GENERAL CONSTRUCTION / TIME SCHEDULE AND S-CURVE

Name of Bidder:

The Bidder is required to submit a detailed Construction Schedule in bar chart form showing all major construction activities. The bar chart shall be time-scaled and a plot of targeted accomplishment versus time shall be superimposed in the form of an S-curve. The time interval shown on the bar chart shall be on a weekly basis.

The Schedule shall be further broken down into sub-activities sufficient to demonstrate that adequate consideration of the time constraints has been given in the compilation of the Bid submission.

In addition the Bidder is required to provide a Critical Path Method (CPM) diagram to match the Construction Schedule, indicating earliest start, latest start and float times, milestone dates, etc. All activity durations and times shall be in calendar days. The Bidder shall indicate on the CPM his provision for weather and for contingencies in terms of percentage or in calendar days. The CPM shall clearly indicate the Critical Path along the network and shall include both Production Activities and Procurement Activities, where:

- a. Production Activities are those that can be taken directly from the Plans and Specifications and involve the application of resources-materials, labor and equipment. In general, Production Activities correspond to the Pay Items. Production Activity time shall include the estimated time to complete the activity and allowance for engineering approvals and inspections, weather and contingencies; and,
- b. Procurement Activities are those that involve the procurement of materials, labor and equipment resources in advance of actual use. Procurement Activities also include securing of necessary permits and licenses, and any other activity that needs to be anticipated so as not to adversely affect the Production Activities and the completion of the Works in accordance with the stipulated Time for Completion including provision for mobilization, verification of quantities, survey and/or pre-construction surveys and closing-out activities preparatory to final inspection of the Works.

Award of the Contract to the Bidder shall not imply acceptance of the Construction Schedule proposed by the Bidder.

Signature and Seal of Bidder

Date

LIST OF PROPOSED CONSTRUCTION PLANT AND EQUIPMENT

QUANTITY	DESCRIPTION	MANUFACTURE AND MODEL	YEAR OF MANUFACTURE	SIZE CAPACITY OR HP	OWNED OR TO BE PURCHASED OR LEASED	CONDITION	PRESENT LOCATION

Signature and Seal of Bidder

(Date)

CONSTRUCTION EQUIPMENT UTILIZATION SCHEDULE

Name of Bidder:

The Bidder is required to submit a detailed Equipment Utilization Schedule showing, on a month-by-month basis covering the entire duration of the Contract, the planned utilization of each item of construction equipment assigned for the execution of the Works.

The Utilization Schedule is required to include all the items declared in Appendix 3 to Bid.

As back-up data to substantiate the summary data contained in the Utilization Schedule, the Bidder is also required to indicate in the attached form the list of the proposed equipment (including the minimum equipment requirement listed in Appendix 3 to Bid).

Award of the Contract to the Bidder shall not be deemed to mean that the Utilization Schedule is considered adequate for the carrying out of the Works, and the Contractor shall ensure that he provides sufficient Construction Equipment at the appropriate time necessary to execute the Works properly.

Signature and Seal of Bidder

(Date)

DETAILED CONSTRUCTION METHOD

Name of Bidder:

The Bidder is required to submit a detailed copy of all relevant Construction Methods used previously by the Bidder for work similar to that required for this Project. The submitted Method Statements shall be those that it is intended to adapt for use on this Project.⁶

Particular Construction Method Statements for the following areas of work must be evidenced in the submission:⁷

- Embankment constructed with suitable soil material
- Soft Ground Treatment using Expanded Poly Styrene foam (EPS)
- Subbase and Base Course construction
- Large diameter Bored Piles.
- Combination of Steel and cast-in-place concrete Hollow Trapezoidal Girder
- Mechanically Stabilized Earth Wall
- Traffic Management during construction

Award of the Contract to the Bidder shall not be deemed to mean that the submitted Construction Method Statements are considered acceptable or have covered all required work items, and the Engineer shall be at liberty to instruct the Contractor to redraft all such Construction Method and submit such new Method Statements as he may deem necessary.

⁶ Where the Method Statements for that other project would otherwise be inadequate for this Project, the Bidder must submit an outline draft in respect of the missing data or the revisions that would be necessary.

⁷ The listed items are particular to this Project and are Method Statements required in addition to all others that may be necessary for the totality of the work comprised in this Project.

UNIT PRICE ANALYSIS SHEET

(This Form shall be used for the sole purpose of evaluation of bids and calculating the currency adjustment)

UNIT PRICE ANALYSIS OF PAY ITEMS **

Name of Bidder :
 Item Number :
 Unit of Work :
 Quantity of work :
 Daily Output :*)

No.	DESCRIPTION	UNIT	QUANTITY	UNIT COST		AMOUNT	
				FC (¥)	LC (Rp)	FC (¥)	LC (Rp)
A.	Labour						
B.	Material						
C.	Equipment						
D.	Sub Total = (A+B+C)						
E.	Overhead & Profit (10% x D)						
F.	Unit Price = (D + E)						

Notes :

- LC means Local Currency (Rupiah)
- FC means Foreign Currency (Yen)
- Unit may be based on operating hours for Labour and Equipment and volume and/or weight measure for materials.
- The quantity of unit is the **estimated** quantity of each component to complete one unit of work of the Item Number.
- Unit cost for equipment to include fuel, maintenance, consumables and operator.
- Unit Costs are to include allowance for all relevant taxes (but excluding taxes (VAT) payable for the contract) and fees, etc.
- The unit price given by the bidder must cover all additional labour, material, equipment or loss which may be required to complete the works in accordance with the specifications and drawings.
- The Unit Price of the Bidder is inclusive of Overhead and Profit.

*) To be completed where calculation is based on daily output

**) The Bidder is required to fill out this pro forma form or sheet for each item in the Bill of Quantities (BOQ), to demonstrate faithfully how the BOQ rates were compiled.

 Signature and Seal of the Bidder

_____ (Date)

SCHEDULE 12

LIST OF MATERIALS / GOODS TO BE IMPORTED FROM JAPAN

Name of Bidder: _____

The Bidder is required to fill out as many copies of this sheet as necessary to show what major materials and goods are intended to be imported from Japan to Indonesia for incorporation into the Works. The data supplied by the Bidder will be used for comparison purposes only at Bid Evaluation Stage and not for payment purposes. The Bidder shall attach a detailed breakdown for each Unit Cost Delivered to Site.

TOTAL VALUE OF MATERIALS AND GOODS TO BE IMPORTED FROM JAPAN = ¥
(Excluding Import Taxes and Duties)

Ref. No.	Type of Material/Goods and Specification Clause(s) Applicable	Pay Item(s) Applicable	Quantity (Specify Unit)	Import Taxes and Duties Unit Cost in Rupiah	Total Cost of Import Taxes and Duties in Rupiah	Unit Cost Delivered to Site in YEN (Excluding Import Taxes and Duties)	Total Cost in YEN (Excluding Import Taxes and Duties)
				Total for Import Taxes and Duties In Rupiah		GRAND TOTAL In YEN (Excluding Import Taxes and Duties)	

DECLARATION OF THE AMOUNT OF CONTRACT TO BE PROCURED FROM JAPAN AND ELIGIBLE LOCAL MANUFACTURING COMPANY(IES) (ELMC)

Name of Bidder: _____

We, the Undersigned, hereby certify that the sum of Japanese Yen _____ (¥ _____) of the amount of the contract are procured from Japan and the sum of Rupiah _____ (Rp) _____ of the amount of the contract procured from Eligible Local Manufacturing Company(ies).

The amount of the Contract procured from Japan and Eligible Local Manufacturing Company(ies) are to be indicated below:

1.	MATERIALS AND GOODS DIRECT COST (Procured from Japan, delivered to Site)	=	M ¥	_____ ⁸
2.	MATERIALS AND GOODS DIRECT COST (Procured from ELMC, delivered to Site)	=	Rp	_____ ⁹

Signature & Seal of Bidder

Date: _____

⁸ Refer to Total Amount indicated in Schedule 12 of the Schedules of Supplementary Information

⁹ Refer to Total Amount indicated in Schedule 13 of the Schedules of Supplementary Information.

SECTION XI

FORM OF AGREEMENT AND SAMPLE FORMS OF SECURITIES

SAMPLE FORM OF AGREEMENT

SAMPLE FORM OF AGREEMENT

This Sample Form of Agreement is for information only at this time, and sets out the anticipated content of the Final Contract Agreement. Bidders are therefore not required not to complete or sign this form. Since only the successful Bidder will eventually be required to complete the finally worded version of the Contract Agreement.

AGREEMENT

This Agreement made this _____ day of _____, 20____ between the **Directorate General of Highways (DGH)** (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. _____ and has accepted a Bid 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:
 - (a) The Letter of Acceptance;
 - (b) The said Bid (Form of Bid and Appendix to Bid);
 - (c) The Conditions of Particular Application (Part II);
 - (d) The General Conditions (Part I);
 - (e) The Specifications;
 - (f) The Drawings;
 - (g) The Priced Bill of Quantities; and
 - (h) The Schedules of Supplementary Information
 - (i) And other documents listed in the Appendices to Bid
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 sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. By signing this Contract of Agreement, the Contractor specifically acknowledges his obligations in respect of the following:

- a) that he must procure from Japan and Eligible Local Manufacturing Company(ies) is not less than fifty percent (30%) of the amount of Goods in the contract (including taxes and duties).
- b) that (in the case of a joint venture) the signatory to this Contract Agreement has been authorized by all members of a duly constituted joint venture to sign on behalf of the joint venture (as evidence by the notarized copy of the joint venture agreement and the associated power of attorney attached to this Form of Bid) and all parties to that joint venture are jointly and severally bound to the Employer for all obligations and liabilities arising out of or in connection with the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
_____ was hereunto affixed in the presence
of:

or

Signed, Sealed, and Delivered by the said _____
_____ in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

SAMPLE FORMS OF SECURITIES

Notes on the Sample Forms

The Performance Security and the Advance Payment Security forms should not be completed by the bidders at the time of bid preparation. Only the successful Bidder will be required to provide these securities in accordance with the forms indicated herein or in another form acceptable to the Employer.

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

THIS AGREEMENT is made on the _____ day of _____, 200____ between _____ [name of bank] of _____ [address of bank] (hereinafter called “the Guarantor”) of the one part and **DIRECTORATE GENERAL OF HIGHWAYS (DGH) of the Ministry of Public Works and Highways,** _____ (Address) (hereinafter called “the Employer”) of the other part.

WHEREAS

- (1) this agreement is supplemental to a contract (hereinafter called “the Contract”) made between [name of Contractor] of _____ [address of Contractor] (hereinafter called “the Contractor”) of the one part and the Employer of the other part whereby the Contractor agreed and undertook to execute the Works of _____ [name of Contract and brief description of the Works] for the sum of _____ [amount in Contract currency] being the Contract Price; and
- (2) the Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.

NOW, THEREFORE, the Guarantor hereby agrees with the Employer as follows:

- (a) If the Contractor (unless relieved from the performance by any clause of the Contract or by statute or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to execute the Contract or commit any breach of his obligations thereunder then the Guarantor will indemnify and pay the Employer the aggregate sum of _____ [amount of Guarantee] [in words], such sum being payable in the types and amounts of currencies in which the Contract Price is payable, provided that the Employer or his authorized representative has notified the Guarantor to that effect and has made a claim against the Guarantor before the issue of the Performance Certificate.
- (b) The Guarantor shall not be discharged or released from his guarantee by an arrangement between the Contractor and the Employer, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Contractor, or by any forbearance on the part of the Contractor, whether as to payment, time, performance, or other wise, and any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

This Guarantee shall be valid until a date 28 days from the date of issue of the Taking-Over Certificate.

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

Given under our hand on the date first mentioned above.

SIGNED BY _____
For and on behalf of the Guarantor in the presence of:

(Witness)

SIGNED BY _____
for and on behalf of the Employer in the presence of:

(Witness)

SIGNATURE AND SEAL; _____

Name of Bank/Financial Institution: _____

Address : _____

Date : _____

SECTION XII

DISPUTES RESOLUTION PROCEDURE

**SECTION XII
DISPUTES RESOLUTION PROCEDURE
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SECTION XII

DISPUTES RESOLUTION PROCEDURE

CLAUSE 20: CLAIM, DISPUTES AND ARBITRATION

Delete Sub-Clause 20.2 and Sub-Clause 20.3 and substitute with the following:

Sub-Clause 20.2 Appointment of Dispute Adjudication Board

"If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their-completion and whether before or after the repudiation or other termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Dispute Adjudication Board ("the Board").

"The Board shall be established by the signing of a Board Member's Declaration of Acceptance by all three Board Members.

"The Board shall comprise three Members experienced with the type of construction involved in the Works and with the interpretation of contractual documents. One Member shall be selected by each of the Employer and the Contractor and approved by the other. If either of these Members is not so selected and approved within 28 days of the date of the Letter of Acceptance, then upon the request of either or both parties such Member shall be selected as soon as practicable by the Appointing Authority specified in the Appendix to Bid. The third Member shall be selected by the other two and approved by the parties. If the two Members selected by or on behalf of the parties fail to select the third Member within 14 days after the later of their selections, or if within 14 days after the selection of the third Member, the parties fail to approve that Member, then upon the request of either or both parties such third Member shall be selected promptly by the same Appointing Authority specified in the Appendix to Bid who shall seek the approval of the proposed third Member by the parties before selection but, failing such approval, nevertheless shall select the third Member. The third Member shall serve as Chairman of the Board.'

"In the event of death, disability, or resignation of any Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member shall fail or be unable to serve, the Chairman (or failing the action of the Chairman then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within 28 days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the Appointing

¹Name an appropriate international appointing authority, e.g., the Secretary-General of the Permanent Court of Arbitration, The Hague; the Secretary-General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the Chairman of the International Court of Arbitration of the International Chamber of Commerce, Paris; the President of the London Court of International Arbitration, etc. These officials are generally not obligated to act as appointing authority under rules other than those of their own institutions. It is thus strongly recommended that the designated official's consent to act as appointing authority be obtained in advance. Parties should also be aware that some institutions may levy a charge for the performance of the appointing authority service.

Authority in the same manner as described above. Replacement shall be considered completed when the new Member signs the Board Member's Declaration of Acceptance. Throughout any replacement process the Members not being replaced shall continue to serve and the Board shall continue to function and its activities shall have the same force and effect as if the vacancy had not occurred, provided, however, that the Board shall not conduct a hearing nor issue a Recommendation until the replacement is completed.

"Either the Employer or the Contractor may refer a dispute to the Board in accordance with the provisions of Annex A to these Conditions of Particular Application.

"If either the Employer or the Contractor is dissatisfied with any Recommendation of the Board, or if the Board fails to issue its Recommendation within 56 days after receipt by the Chairman of the Board of the written Request for Recommendation, then either the Employer or the Contractor may, within 14 days after his receipt of the Recommendation, or within 14 days after the expiry of the said 56-day period, as the case may be, give notice to the other party, with a copy for information to the Engineer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 20.4, no arbitration in respect thereof may be commenced unless such notice is given.

"If the Board has issued a Recommendation to the Employer and the Contractor within the said 56 days and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor within 14 days after the parties received such Recommendation from the Board, the Recommendation shall become final and binding upon the Employer and the Contractor.

"Whether or not it has become final and binding upon the Employer and the Contractor, a Recommendation shall be admissible as evidence in any subsequent dispute resolution procedure, including any arbitration or litigation having any relation to the dispute to which the Recommendation relates.

"All Recommendations which have become final and binding shall be implemented by the parties forthwith, such implementation to include any relevant action of the Engineer.

"Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Engineer unless and until the same shall be revised as a result of the operation of this Sub-Clause 20.2 or, as hereinafter provided, in an arbitral award."

Amend Sub-clause 20.5 to read as follows:

**Sub-Clause 20.5
Amicable
Settlement**

Where a notice of dissatisfaction has been given under Sub-Clause 20.4, the Parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that unless the Parties agree

otherwise, arbitration may be commenced on or after the 56th day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.

Sub-Clause 20.6 is modified to read as follows:

**Sub-Clause 20.6
Arbitration**

"Any dispute in respect of which the Recommendation, if any, of the Board has not become final and binding shall be finally settled by arbitration under the UNCITRAL Arbitration Rules. The arbitral tribunal shall have full power to open up, Adjudication and revise any decision, opinion, instruction, determination, certificate, or valuation of the Engineer and any Recommendation(s) of the Board related to the dispute.

"Neither party shall be limited in the proceedings before such tribunal to the evidence or arguments presented before the Board for the purpose of obtaining its Recommendation(s) pursuant to Sub-Clause 20.4. No Recommendation shall disqualify any Board Member from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

"Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Engineer, the Contractor and the Board shall not be altered by reason of the arbitration being conducted during the progress of the Works.

"The place of arbitration shall be in Indonesia and the language of arbitration shall be English."

Sub-Clause 20.7 is amended to read as follows:

**Sub-Clause 20.7
Failure to Comply
With Dispute
Adjudication
Board's
Decision**

Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 20.2 and the related Recommendation has become final and binding, either party may, if the other party fails to comply with such Recommendation and without prejudice to any other right it may have, refer the failure to arbitration in accordance with Sub-Clause 20.6. The provisions of Sub-Clause 20.2 shall not apply to any such reference."

²Sub-Clause 20.6 provides for dispute settlement under the UNCITRAL Arbitration Rules as set forth below. If the Borrower/Employer is unable to accept this approach, the FA would be willing to accept other dispute settlement provisions (e.g., arbitration under different international rules or under the national rules of the Employer's country, or submission to local courts) if these provisions are clear and fair to both parties. If the Employer accepts UNCITRAL arbitration, the following provisions of this Sub-Clause 20.6 hereinafter may be used as they are. If the Employer prefers using different arbitration rules, the reference to UNCITRAL below should be correspondingly amended, while the rest of Sub-Clause 20.6 (with the possible exception of its last paragraph) may be left as they are. Finally, if the Employer requires that disputes be settled by submission to local courts, the rest of this Sub-Clause 20.6 would have to be substantially amended; some amendments would also have to be introduced in Sub-Clause 20.2 and in Annex A to these Conditions of Particular Application.

APPENDIX

General Conditions of Dispute Adjudication Agreement

1. Definition

Each "Dispute Adjudication Agreement" is a tripartite agreement by and between:

- (a) the "Employer";
- (b) the "Contractor"; and
- (c) the "Member" who is defined in the Dispute Adjudication Agreement as being:
 - (i) the sole member of the "DAB" (or "adjudicator") and, where this is the case, all references to the "Other Members" do not apply, or
 - (ii) one of the three persons who are jointly called the "DAB" (or "Dispute Adjudication Board") and, where this is the case, the other two persons are called the "Other Members".

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Adjudication Agreement, which incorporates this Appendix. In the Dispute Adjudication Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Adjudication Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Adjudication Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute adjudication agreement.

When the Dispute Adjudication Agreement has taken effect, the Employer and the Contractor shall each give notice to the Member accordingly. If the Member does not receive either notice within six months after entering into the Dispute Adjudication Agreement, it shall be void and ineffective.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute Adjudication Agreement shall terminate upon the expiry of this period.

3. Warranties

No assignment or subcontracting of the Dispute Adjudication Agreement is permitted without the prior written agreement of all the parties to it and of the Other Members (if any).

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

4. General Obligations of The Member

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or the Engineer, nor any financial interest in the Contract except for payment under the Dispute Adjudication Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Adjudication Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Adjudication Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Adjudication Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
- (e) comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Adjudication Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary; become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- (j) treat the details of the Contract and all the DAB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the

Contractor, subject to the agreement of the Other Members (if any).

5. General Obligations of the Employer and the Contractor

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DAB's activities under the Contract and the Dispute Adjudication Agreement, and except to the extent that prior agreement is given by the Employer, the Contractor and the Other Members (if any). The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he/she is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DAB under Sub-Clauses 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No Account shall be taken of any other payments due or paid to the Member.

6. Payment

The Member shall be paid as follows, in the currency named in Dispute Adjudication Agreement:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
 - (i) being available on 28 days notice for all site visits and hearings;
 - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
 - (iii) all office and overhead expenses including secretarial services, photocopying and office

- (iv) supplies incurred in connection with his duties; and all services performed hereunder except those referred to in sub-paragraph (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Adjudication Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by 50%. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Adjudication Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
 - i) each day or part of a day up to a maximum of two days travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);
 - ii) each working day on site visits, hearings or preparing decisions; and
 - iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses incurred in connection with the Member's duties including the cost of telephone calls, courier charges, faxes and telexes, travel expenses, hotel and subsistence cost: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;
- (d) any taxes properly levied in the Country on Payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Adjudication Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Adjudication Agreement became effective.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Adjudication Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DAB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Adjudication Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

8. Default of the Member

If the Member fails to comply with the Dispute Adjudication Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Adjudication Agreement, the Member may, without prejudice to his/her other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

If the Member fails to comply with any obligation under Clause 4, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DAB which are rendered void or ineffective.

9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Adjudication Agreement, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

Annex A - PROCEDURAL RULES

1. Unless otherwise agreed by the Employer and the Contractor, the DAB shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DAB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.
2. The timing of and agenda for each site visit shall be as agreed jointly by the DAB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DAB. The purpose of site visits is to enable the DAB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims.
3. Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be coordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DAB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish to the DAB one copy of all documents which the DAB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DAB and the Employer or the Contractor shall be copied to the other Party. If the DAB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.
5. If any dispute is referred to the DAB in accordance with Sub-Clause 20.4 of the Conditions of Contract, the DAB shall proceed in accordance with Sub-Clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DAB shall:
 - (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
 - (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.
6. The DAB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.
7. Except as otherwise agreed in writing by the Employer and the Contractor, the DAB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any person other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DAB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.
8. The Employer and the Contractor empower the DAB, among other things, to:
 - (a) establish the procedure to be applied in deciding a dispute.
 - (b) decide upon the DAB's own jurisdiction, and as to the scope of any dispute referred to it,

- (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,
 - (d) take the initiative in ascertaining the facts and matters required for a decision,
 - (e) make use of its own specialist knowledge, if any,
 - (f) decide upon the payment of financing charges in accordance with the Contract,
 - (g) decide upon any provisional relief such as interim or conservatory measures, and
 - (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.
- 9 The DAB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DAB shall make and give its decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Employer and the Contractor in writing. If the DAB comprises three persons:
- (a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
 - (b) it shall endeavor to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
 - (c) if a Member fails to attend a meeting or hearing, or to fulfill any required function, the other two Members may nevertheless proceed to make a decision, unless:
 - (i) either the Employer or the Contractor does not agree that they do so, or
 - (ii) the absent Member is the Chairman and he/she instructs the other Members to not make a decision.

DISPUTE ADJUDICATION AGREEMENT

[for each member of a three-person DAB]

Name and Details of Contract : _____
Name and Address of Employer : _____
Name and Address of Contractor: _____
Name and Address of Member : _____

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as one of the three persons who are jointly called the "DAB". [*and desire the Member to act as Chairman of the DAB*].

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement" which is appended to the General Conditions of Contract, Part I – FIDIC 1st edition, 1999, and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. [*Details of amendments to the General Conditions of Dispute Adjudication Agreement, if any for example:*

In the procedural rules annexed to the General Conditions of Dispute Adjudication Agreement, Rule__ is deleted and replaced by: "....."]
3. In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid as follows:

A retainer fee of _____ per calendar month
Plus a daily fee of _____ per day
4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the member undertakes to serve , as described in this Dispute Adjudication Agreement , as one of the three persons who are jointly to act as the DAB.
5. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
6. The Dispute Adjudication Agreement shall be governed by the law of _____.

SIGNED by: _____ SIGNED by: _____ SIGNED by: _____

For and on behalf of the For and on behalf of the For and on behalf of the
Employer in the presence of Employer in the presence of Employer in the presence of

Witness: _____ Witness: _____ Witness: _____

Name: _____ Name: _____ Name: _____

Address: _____ Address: _____ Address: _____

Date: _____ Date: _____ Date: _____

SECTION XIII

EVALUATION PROCEDURE OF BID PROPOSALS

SECTION XIII

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SECTION XIII

Summary of Guidelines on the Procedures to be adopted in the Evaluations of Bids

This Guideline is prepared to enable the Bidders to understand fully the method and procedure that will be adopted by which their Bids will be evaluated and thus ensure that the Bidders cover all aspects in the Bids with special regards to the Technical and Cost Proposals' evaluation procedures.

1. Introduction

- 1.1 This Section presents the procedures and method to be applied in the evaluation of the Technical and Cost Proposals submitted by the Bidders for the North Java Corridor Flyover Project. The Government of Indonesia (GOI) has received an ODA Loan from the Japan Bank for International Cooperation (JBIC) in the amount of 4,287 Million Yen toward the cost of the project. The loan agreement was duly concluded between the Government of Indonesia (GOI) and JBIC on March 31, 2005, and intends to apply a portion of the proceeds of the loan to payments under the Contract.
- 1.2 The Employer through the **Directorate General of Highways (DGH)** of the Ministry of Public Works (MPW) will evaluate all bids submitted by prequalified bidders. Bidders were initially prequalified to bid in accordance with the method of selection previously described in the Prequalification Documents.
- 1.2 This document will further clarify how the Bids will be evaluated in accordance with the Technical and Cost Proposals' evaluation procedures. The evaluation procedures described herein are in accordance with the JBIC Guidelines.
- 1.3 The Contractors will submit Technical Proposal and Cost Proposal which will be evaluated in accordance with the guidelines and criteria specified in the bidding documents. The Contractors must ensure that they cover all aspects of the bid requirements otherwise any major deviation / omission would lead to rejection of their bids.

It must be noted that the bidding procedure that will be adopted is the Single Stage Two Envelope System. This is in keeping more with the JBIC guidelines. A brief description of the bid evaluation system is provided in item 1.4 below for clarification.

- 1.4 Under the Two-Envelope Bidding Procedure, the Bidders submit simultaneously two (2)-sealed envelopes, one (1) envelope containing the Technical Proposal (Envelope 1) and the other envelope, the Cost Proposal (Envelope 2). There will be two schedules for the Opening of Bids, the first schedule will be for the Opening of the Technical Proposals (Envelope 1) on which evaluation in accordance with the JBIC Evaluation Guidelines commence immediately after the proceedings. The Opening and Evaluation of the Cost Proposals (Envelope 2) will immediately follow upon receipt of JBIC's concurrence on the result of the evaluation of the Technical Proposals.

Only the Cost Proposals of the bidders who successfully passed the Technical Proposals' evaluation and concurred by JBIC will be opened and evaluated.

Where the Technical Proposal failed the evaluation and becomes unacceptable, the Cost Proposal of the unsuccessful bidder shall be returned unopened.

2. Preparation of Bid Documents.

- 2.1 In the preparation of the Technical Proposal, the Bidders are expected to examine carefully the contents. Material deficiencies and major deviations in the bidding requirements may lead in the rejection of the bid.
- 2.2 It should be specifically noted that Pre-qualified Bidders have obtained the right to participate to Bid through the process of the PQ evaluation, therefore, the bid proposals submitted by bidders should be evaluated in sufficient detail of the administrative (legal), technical and cost aspects during the bid evaluation stage. The PQ documents of the bidders will be re-evaluated in terms of the updated information provided in their Technical Proposal.

Verification of the information provided in the pre-qualification shall be confirmed during the bid evaluation stage. Award of the contract shall be denied if the bidder no longer has the capability or resources to successfully perform the Contract, including the case where the information provided is fraudulent or incorrect. (See Sub-Clause 3.1 of the Instructions to Applicants of the PQ documents, and Sub-Clause 5.1, Instructions to Bidders of the Bidding Documents).

- 2.3 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by fax. The Employer may response in to a clarification requested by prospective bidder and/or modifies the bidding documents by issuing an Addendum (or Addenda).
- 2.4 To afford prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the deadline of submission may be extended by the Employer.
- 2.5 The bid prepared by bidder will be submitted in two sealed envelopes marked as Envelope 1 –Technical Proposal and Envelope 2 – Cost Proposal.

3. Bid Evaluation's Method and Procedure

In accordance with the procedure of the Single Stage, Two-Envelope Bid, as described in the document therein, the bid evaluation is to be conducted in line with the activities illustrated in Figure 1 attached thereto.

Figure 1 illustrates the evaluation procedure in chronological steps in order to determine the lowest substantially responsive bid from all the bids received at the closing time of the date of submission indicated in the Bidding Data.

Following the opening of bids, the bids will be checked one by one of its compliance to the administrative or legal requirements. Detailed evaluation under this stage shall be in accordance with the method stipulated in the bidding documents.

The general framework of the evaluation method for each stage will be based on the procedures determined from the JBIC Guidelines.

4. Description of Bid Procedure

Figure 1 shows the chronological stages of the evaluation to be adopted for evaluation of bids. The subject for the methods of evaluation are described presented below:

4.1 Stage 1 : Evaluation of Administrative (Legal) Requirements

A. *THE COMPLETION OF BID ENCLOSURE (Volume V, Bid Documents)*

All items requested in the Vol. V must be submitted in full.

B. *SCREENING AND EVALUATION OF ADMINISTRATION (LEGAL) EVALUATION REQUIREMENTS*

1. A written Power of Attorney (authorizing the signatory to bid to commit the bidder in respect of the submitted bid);
2. Certified copy of Joint Venture Agreement (for Joint Venture or Joint Operation);
3. Affidavit Agreement (Power of Attorney for Joint Venture/Joint Operation) Only authorized person should sign; name and signature must be legible;
4. Statement of Continuing Eligibility;
5. Registration in Indonesia of participating Foreign Contractor(s) who are not yet registered in Indonesia;
6. Eligibility of the Bidder (Schedule 2 of the Schedules of Supplementary Information)
7. Declaration as to the Origin of the Goods and Eligibility of Suppliers (Schedule 3)
8. Bid Security
This should be signed and sealed and the name of Bank must be stated;
9. Form of Bid (should be duly accomplished and signed by authorized signatory of the bidder)
10. Bill of Quantities (to be filled-up by the Bidder and total amount will only be disclosed during the opening of cost proposals).

C. *SCREENING AND EVALUATION OF FINANCIAL CAPABILITY*

New financial data should be submitted, if the previous information and supporting documents in the submitted in the PQ documents are changed.

4.2 Stage 2 : Evaluation of Technical Proposals

1. The evaluation will be undertaken on "Pass or Fail" basis. Selected aspects of the Technical Proposals will be reviewed and the Employer will make a determination of whether a specific aspect has passed or failed. The basis of passing or failing in each of the criterion as set out in Sub-Clause 25 of the Instructions to Bidders will be whether the Bidder's proposal is assessed by the Employer (with the assistance of the Consultants) to be acceptable 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 submission will be based upon the information submitted in accordance with the requirements of these

enclosures. This stage therefore will evaluate information provided on the following:

- (a) Completeness and responsiveness of the proposals in terms of bid requirements (Administrative/Legal)
- (b) Project Organization Chart (Schedule 4)
 - The bidder should demonstrate the intended arrangements in respect of the Project Organization; the chart should include the names of the proposed subcontractors and show all management and senior supervisory positions within each company including the description of the responsibilities of each section/department of the organization.
- (c) List and Details of Contractor's proposed Key Staff / Personnel (Schedules 5 & 6)
 - The Bidder is required to submit list of suitably qualified personnel to key positions required.
 - The Bidder must provide the summary of the individual's professional experience required in Schedule 6 of Section X of Volume V.
- (d) Manpower Schedule (Schedule 7)
 - The bidder is required to show on a month by month basis covering the entire duration of the Contract; the number of foreign and local management and supervisory staff, the administrative support team together with the skilled, semi-skilled and unskilled construction labor resources subdivided into their respective specializations.
- (e) General Construction / Time Schedule and S-Curve (Schedule 8)
 - The detailed construction schedule should be in time-scaled and a plot of targeted accomplishment versus time shall be superimposed in the form of an S-curve. The sequence of each work shall be correlated with the General Time Schedule as well as mobilization plan on a monthly basis for equipment to be proposed for the project.
- (f) List of Proposed Construction Equipment and Equipment Utilization Schedule (Schedule 9).
 - The proposed equipment by the bidder must include pertinent data such as equipment type, number, capacity, ownership details and other information required in Schedule 7 of Section XI of Volume V.
 - The equipment utilization schedule should be on a month-by-month basis covering the entire duration of the Contract, the planned utilization of each item of construction equipment assigned for the execution of the Works.

- (g) Detailed Construction Methodology (Schedule 10)
 - The construction method for each type of work must be complete and properly supported by equipment to be used. The sequence of events and interrelation should be given in a logical manner. For Safety measures, traffic management plans and quality control system should be presented in detail.
 - (h) List of works subject to be subcontracted (Appendix 9 to Bid)
 - The specific works to be subcontracted must be declared. The subcontracting company must have specialization for the said work.
 - The bids applicable for further cost evaluation and comparison would be determined on the basis of the results of the technical qualitative quantitative analysis indicated above.
2. 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:
- (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.
3. The Bids will also be reviewed to determine the substantial responsiveness of the commercial terms and conditions of the Bid Documents. Examples of non-conformance to commercial terms and conditions, which are justifiable grounds for rejection of a Bid are:
- (a.) conditional Bids, i.e. conditions in a Bid which limit the Bidder's responsibility to accept an award;
 - (b.) failure to submit major supporting documents required by the Bidding Documents to determine substantial responsiveness of the Bid
4. Bidders will be checked to ensure that they are still eligible to Bid with reference to the enclosures listed under Sub-Clause 13.1 (a) to (m) inclusive. The Bidder's compliance with Special Term for Economic Partnership (STEP) Loan Procurement Conditions will be checked at this stage with reference to:
- (a.) Declaration as to the Origin of Goods and Eligibility of Suppliers (Schedule 3)

4.3 Stage 3: Evaluation of Cost Proposals

1. Only Bids that have successfully passed the Technical Proposal Evaluation and have been concurred by JBIC will be opened at the scheduled date of Opening of Envelope 2 (Cost Proposal).
2. The contents of Envelope 2 will be checked to ascertain if all required documents are present in the said Envelope, if found to be missing or inadequate, at the discretion of the Employer may be clarified with the respective Bidder:
 - (a.) whether the Bidder has inserted/provided/submitted all required documents
 - (b.) whether the documents are properly signed
3. Under this stage the following activities will be undertaken:
 - (a) Responsiveness of Bids
 - (b) Arithmetical check and correction
 - (c) Conversion to single currency and comparison
 - (d) Check of unrealistic rates/sums
 - (e) Check of unbalanced Bid
 - (f) Check for compliance with STEP Loan Procurement Conditions

In principle the lowest priced Bid resulting from (b) and (c) above will be selected for award of Contract, subject to its compliance with (d), (e) and (f), through clarification with the particular Bidder.
4. The Bids will be determined whether they are substantially responsive by conforming to all the requirements of the Bidding Documents without material deviation or reservation, as defined in Sub-clause 28.2.
5. The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers 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.
6. The following arithmetical check and correction will be carried out:
 - (a.) Bids will be checked for arithmetical errors
 - (b.) Where there is a discrepancy between the unit rate and the total cost per item that is obtained by multiplying the unit rate and the quantity, the unit rate shall prevail and the total cost per item will be corrected unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost per item as quoted will govern and the unit rate will be corrected.
 - (c.) If there is a discrepancy between the total bid amount and sum of the total costs per item, the sum of the total costs per item shall prevail and the total bid amount will be corrected.
 - (d.) The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the foregoing procedure for the correction of errors and shall be binding on the Bidder. If a Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security will be forfeited.

- (e.) The bid price will be adjusted by excluding/deducting the Provisional Sums (if any) and the provision, if any, for Contingencies in the Summary of the Bill of Quantities, but including Daywork, where priced competitively, and by making an appropriate adjustment for any other acceptable variations, deviations or alternative offers submitted in accordance with Clause 18.
- 7. The Employer will convert the amounts in various currencies in which the Bid Price is payable to Rupiah at the selling exchange rate officially established by the Central Bank of Indonesia on the date of bid opening.
- 8. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 9. Bids will be checked to ensure that the pricing therein is not “unbalanced”. An “unbalanced” Bid is one in which, for example:
 - (a.) The unit prices for the work to be performed in the early part of the Contract are relatively high, thereby requiring higher payment than justified by the value of work performed. “Relatively high” is defined as where the unit rate or lump sum entered in the Bill of Quantities is more than 30% higher than the average. The average is computed from the unit rate or lump sum entered for the same item by each of the Bidders
 - (b.) Bidder considers that the quantities given in the Bid Documents for one or more work item are low, and has quoted unduly high prices for these items.
- 10. If the lowest evaluated bid is seriously unbalanced in relation to or substantially below the Employer’s estimate of the cost of work to be performed under the Contract, the Employer may require the Bidder to provide clarification, including on the detailed price analyses, for any or all items of the Bill of Quantities, to demonstrate the consistency of those prices with the construction methods and schedule proposed. After evaluation of the Bidder’s clarification and the unit price analyses, the Employer may require that the amount of performance security set forth in Clause 37 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 11. The Bid price proposals will be checked to confirm their compliance with the STEP Procurement Conditions. In undertaking this check reference will be made to the following:
 - (a.) List of Materials and Goods to be Procured from Japan (Schedule 12)
 - (b.) List of Materials / Goods to be procured from Eligible Local Manufacturing Company(ies) (ELMC) (Schedule 13)
 - (c.) Declaration of the Amount of the Contract to be Procured from Japan and Eligible Local Manufacturing Company(ies) (Schedule 14)

If the Bidder fails to demonstrate that not less than 30 percent of the amount of the Contract (including taxes and duties) are to be sourced from Japan and Eligible Local Manufacturing Company(ies) its bid shall be disqualified.

12. The Bidder who is deemed to have submitted the lowest Bid Price and has satisfied the requirements of the bidding documents will be considered to be the lowest evaluated substantially responsive Bid and therefore will be recommended for award of the Contract. The results of the financial evaluation, upon approval of the Employer, shall be transmitted to JBIC for review and concurrence.
13. A Bidder will be considered for Contract Award of more than one (1) Contract Package provided that he has the capability and capacity to undertake more than one Package, and the said Bidder has submitted the lowest evaluated substantially responsive Bid for one or more packages.

4.4 Stage 4: The Successful Bidder

The Employer will award the contract to the bidder, whose bid has been determined to be substantially responsive to the bidding document and has offered the lowest evaluated bid price.

The above are definitive procedures to be applied in the impartial evaluation of the bids both in terms of technical and cost proposals aspects, under the provisions stipulated in the bidding documents.

Stage 5 below provides further clarification on the evaluation of the Technical and Cost proposals, especially on the subject of major and minor deviations.

4.5 Stage 5: Further Clarification on the Technical and Cost Evaluation Procedures

Minor Deviations are those related to arithmetical errors. An item which would not affect the validity of the bid and would not give any unfair advantage to bidder nor in anyway affect the standing of the Employer or the other bidders.

With regards to Major Deviations an all important statement from JBIC is defined in clause 28 of instruction to Bidder as follows:

“...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 the other bidders presenting substantially responsive bids...”

Thus all bids must be checked for substantial responsiveness to the technical requirements and further examples of non-conformance in relationship to the above mentioned statement / definition and leading to rejection are as clarified in Evaluation Guide by JBIC which provides to wit:

- (i) Failure to bid for the required scope of work (e.g. for the entire civil works or a complete package or a complete schedule,) as instructed in the bidding documents and where failure to do so has been indicated as unacceptable.
- (ii) Failure to quote for a major item in the Package.
- (iii) Failure to meet major technical requirements (e.g. offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended, or meet outputs required etc.,)
- (iv) Presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical or service factors.

4.5.1 Evaluation in terms of Technical Aspect

Technical Evaluation consists of two (2) sequential steps: (1) evaluation in keeping with the technical aspects; and (2) evaluation considering the specifications and conditions of contract aspects.

A. Programme / Time Schedule

Check the general feasibility of the programme and the co-relation between work and the capacity of the equipment, etc.

A sample presentation of this item is shown in Attachment 1.

B. Construction Method

Check of feasibility and logic in sequence of the proposal.

A sample presentation of this item is shown in Attachment 2.

C. Equipment

Feasibility check of equipment capacity and numbers

A sample presentation of this item is shown in Attachment 3.

D. Personnel

Check in adequacy of numbers, skills, experience, etc.

E. Works to be Subcontracted

- Specific works only to be subcontracted
- Full details of the subcontractor's qualifications (technical, legal and financial capabilities) must be submitted; there must be duly notarized contract agreement between the main contractor and subcontractor.
- All subcontractors must have prior approval from the Employer before they commence the work,
- All checks in the items A to D above are also to be applied to the subcontractor.

If all above requirements are found to be satisfactorily met and complied by the bidders during the evaluation, then their bids will be qualified for the next stage, the evaluation of cost proposals.

The following provision further clarifies the requirements that will be evaluated and will be looked into for as possible Major Deviations which carry the penalty of rejection of a bid.

Firstly, throughout the documents, the Bidders are advised to comply with all the requirements and follow the guidelines indicated in the bidding documents and a deviation of any sort in omitting to give pertinent information, or giving of wrong and / or false information, would lead to rejection.

Secondly, in evaluating the bids (Technical and Cost proposals), the inter-relationship between the proposed time schedule, construction methods up to the programmed outputs, including Labour, Plant and Equipment and Materials to be used and will be checked and evaluated.

- Points that should be complied with or otherwise, may be considered as major deviations which may lead to rejection of bid are as follows:

4.5.1.1 Time Schedule / Programme

- (1) Sub Clause 5.3 of the Contract Documents stipulates:
 - “Bidders shall also submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the bidders’ proposal to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 of the Instructions to Bidders”.
- (2) As stipulated in Sub-Clause 8.3 of the Conditions of Contract, a Programme of Works should be prepared so as to show the sequence from start to completion of all of the Works within the 12 months contract period, and must be submitted in combination of the following chart/form:
 - A **Mobilization Chart** should be submitted, showing the Contractor’s programming for mobilizing his plan, labour and materials and the installation of the site offices for both the supervisory team as well as his own staff and his workshops (plant equipment) and laboratory set up.
 - A comprehensive **Bar Chart**. The progress of works should be clearly shown for Major items (especially those applicable for Price Adjustment), with dates of start and completion of the Works on a monthly basis. The proposed equipment utilization plan/schedule must also be included.

- A **Gantt Chart** showing the links between different operations.
- An 'S' curve chart showing the programme rate of progress between the actual and scheduled in a tabulated form. The tabulated record of Programme / Actual and Scheduled and the Variance on a monthly basis for all Works must be shown.

This can be done in both percentage progress time-wise and financial wise.

It should be noted that the Bidder must present on his monetary chart 'S' curve, exact timing of events with regards to Price Adjustment requirements.

- An Activity Network – PERT /Critical Path Method (or Network Planning Diagram as described in Sub-clause 8.3 of the Conditions of Contract should highlight the inter-relationship between critical events and all normal information provided in the chart.

(3) The following should be demonstrated :

- Programme timings and sequence of events;
- Feasible outputs and manageable targets to achieve the completion dates shown in the schedule.
- The capability of the equipment shown below the program charts.

4.5.1.2 Construction Method

The construction method for each type of major work must be explained including the type of equipment to be used. Everything should be shown in a logical sequence, and the safety measures, traffic management plan and quality control method should be explained in detail.

Examples on major items of work, which, if not complied with, would be considered as major deviation leading to rejection, are as follows:

(A) **Bridge / Flyover Work**

(1) Temporary / Preparation Works

Method and Planning of the following must be shown:

- Access roads, temporary staging and or falsework;
- Design methods and safety measures; and
- Source of concrete materials must be clearly stated. (Bidders have been asked to erect a plant on site.

(2) Substructure work should be scrutinized in terms of standards of:

- Delivery and cast in place methods;
- General methods of concrete pouring and curing;
- Falsework and scaffolding work;
- Type and quality of Rebars to be used in as to the sizes defined and bending methods; and

- Outputs of bending machines to suit compliance with site requirements.

(3) Superstructure

Suitable methods of standards should be demonstrated for:

- Methods of concreting and rebar as described for Substructure above;
- Precast / prestressing work for beams and the like; and
- Erection methods and crane age.

- (4) It should be noted that in the above items, and all other concreting items, the more important facility to be checked is that of the Concrete Batching Plant. The proposed bid must be checked for compliance with this, including suitability of type, status and capability output-wise. The main Contractor should be in full control of the management and production from this plant.

(B) Pavement Work

The following should be made obvious in content to suit site and output requirements:

- Sufficient haulage wagons to suit delivery of raw materials from source to Mixing Plants and similarly with haulage to suit Mixing Plant outputs to meet with site requirements to program;
- Type and capacity of the mixing plant and proximity to site;
- Type and capacity of laying plant and rollers sufficient to meet with the required outputs;
- Compaction methods adequacy;
- Sequence of work and proper implementation of traffic management program; and
- Accuracy of the method of sampling and testing.

(C) Drainage Work

Full description should be given on the following:

- Methods of laying the specified pipe types and sizes;
- Suitable type of excavating equipment to be used;
- Suitable source of pipes and types proposed to be used; and
- Suitable planning to diversions of existing watercourses and drains.

(D) Traffic Management

The Bidder must provide full information of the proposed traffic management plan when dealing with diversions for existing works such as road works, river work, drainage and / or local services / utility removal / diversions etc.

(E) Safety Measures

The bidder should explain his proposed Safety measures to be taken, for public, traffic and as importantly for site personnel and labour.

(F) Quality Control Assurance

The bidder should give a full and comprehensive Quality Assurance program and method to be incorporated into the management of the site.

4.5.1.3 Contractor's Project Key Staff

All details should be given concerning staff to be used, names, position, qualification, experience etc. This information should be provided in the forms included in the bidding documents (additional information may be provided under a separate form), proper and authentic C.V.'s.

The function of each of the key staff should be clearly described in the proposed organization chart and in the Forms provided in Section X of the Bidding Documents.

4.5.1.4 List of Proposed Construction Equipment

The following should be given:

- Type, number and ownership details should be given in full as required in the PQ Forms XII (a) and (b) and genuine documentation should be submitted.
- Evidence that the equipment is less than 10 (ten) years old.
- There should be an equipment mobilization plan.
- There should be an equipment utilization plan.
- The number and type of plant to be used should be shown in a table form below the contract schedule / programme as described in item 4.5.1.1.

4.5.1.5 Works to be Subcontracted

The works to be subcontracted should be listed and the points to be demonstrated are as follows:

1. The subcontractor specializes in the particular work to be undertaken as indicated in the PQ documents.
2. To indicate the portion of the works to be subcontracted. It should be noted that the main Contractor of International standards would be expected to carry out the bulk of the works himself. The works to be subcontracted will only be allowed up to the percentage stipulated in the Conditions of Particular Application.
3. An undertaking by the Contractor to accept full responsibility for his subcontractors and have a contract with them similar to the main Contractor's contract with the Employer.
4. All of the subcontractor's documentation should be submitted where possible as is done for the Contractor's own staff and equipment.

4.5.2 Evaluation in terms of Cost Aspect

Only bids that passed the Technical and Administrative evaluation and determined to be substantially responsive technically shall be considered in the Cost evaluation stage.

4.5.2.1 Correction of Arithmetic Error

All arithmetic errors will be corrected accordingly in accordance with Sub-clause 29.1 of the Instructions to Bidders.

The corrected prices are to be considered as binding upon the bid with the concurrence of the bidder. If the bidder does not accept the corrections, his bid will be rejected and the bid security will be forfeited.

For comparison of bids, all bids with corrections will be converted to single currency (Rupiah) and will be arranged in the order of their ranking from lowest evaluated bid price to highest after correction of bid prices.

4.5.2.2 Determination of the Lowest Evaluated Bid

After processing the above activities, the lowest evaluated responsive bid will be determined and the ranking will be confirmed. The first three (3) lowest bids will be nominated for award of the contract.

4.5.2.3 Examination of the Lowest Evaluated Bid in the unbalanced Unit Prices

If the bid, which has the lowest evaluated bid price, is seriously unbalanced or front loaded compared with the Approved Employer's Estimate, the bidder may be required to produce the detailed unit price analysis for all the items in the Bill of Quantities. After evaluation of the unit prices, the Employer may require that the amount of Performance Security be increased at the expense of the bidder in order to protect the Employer against financial loss in the event of default of the successful bidder.

FIG. 1 BID EVALUATION AND AWARD PROCEDURE

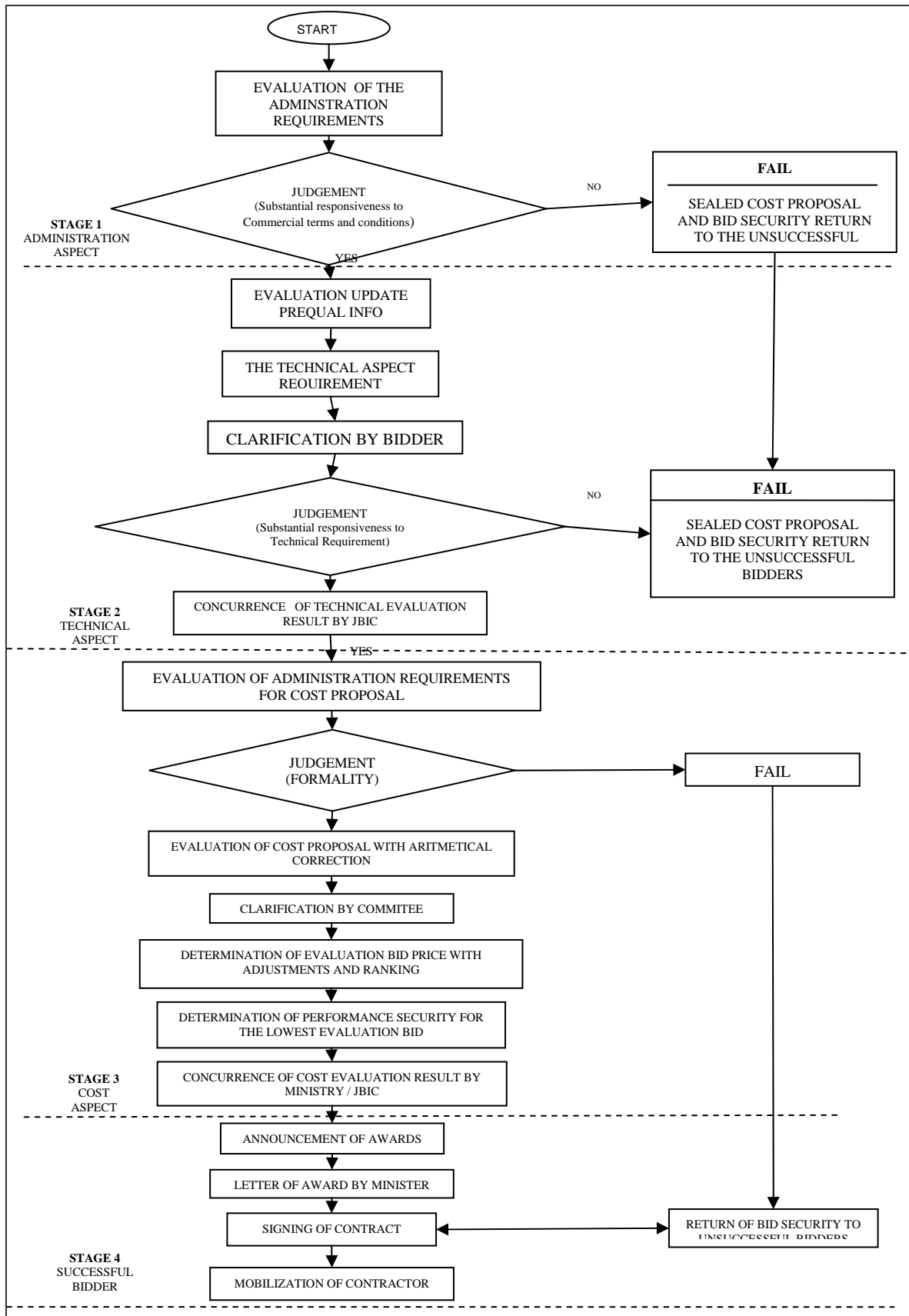
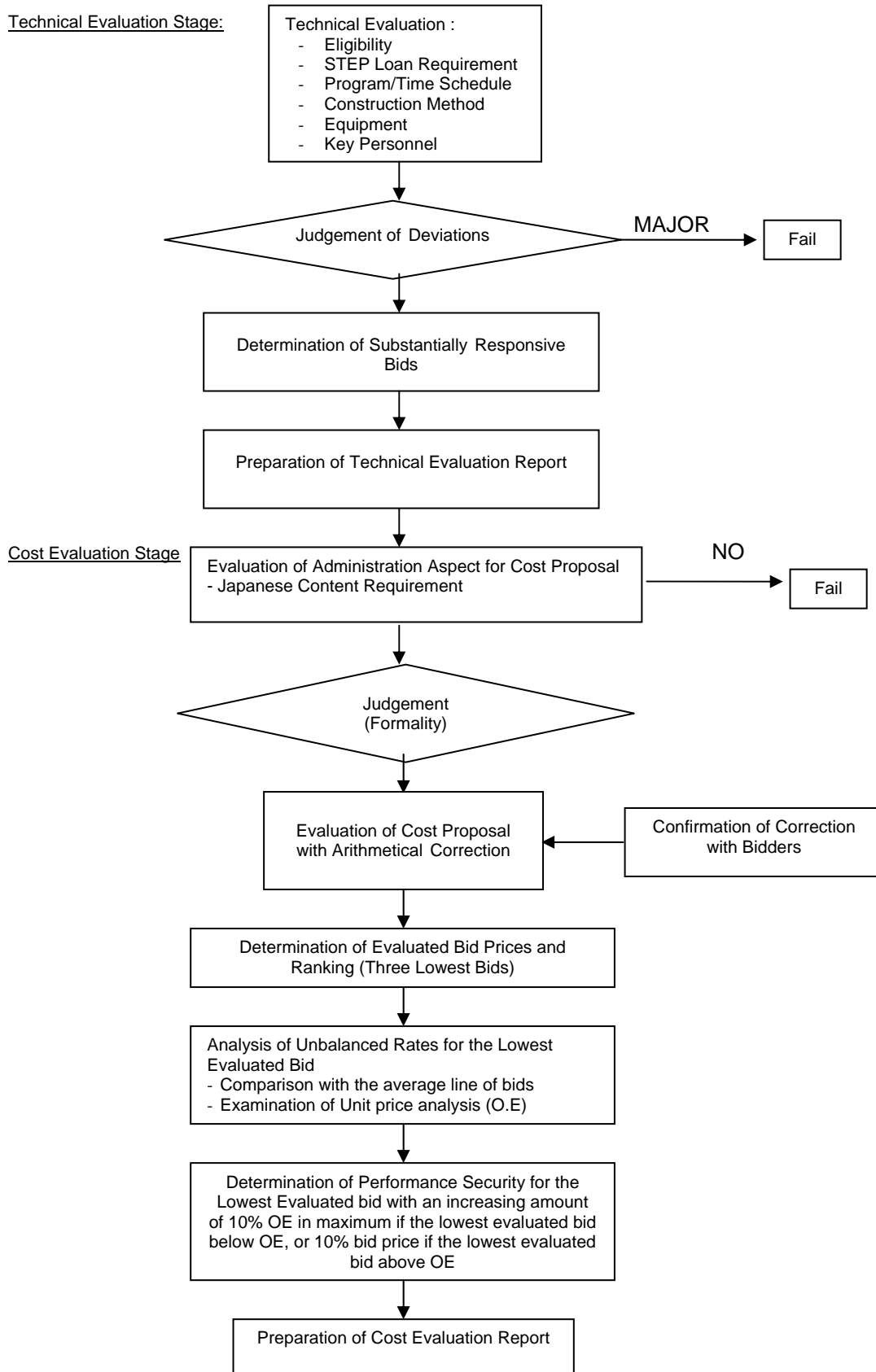


Fig.2 Detail Step on Technical and Cost Evaluations



ATTACHMENT 1

Programme / Time Schedule

1. The proposed time Schedule submitted by the bidder will be reviewed with reference to the standard expected percentages of the progress per quarter as developed by the Employer and also the internationally accepted standards for highway and bridge projects as developed by the Californian Highway Division. Example of this comparison is presented below:

Description	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
California Standard (Highways)	12 ~ 30%	33 ~ 60%	66 ~ 88%	100%
Sample for Bridge Project	14 ~ 20	45 ~ 55	80 ~ 86	100%

If the proposed schedule by the bidder deviates from the standard, the bidder should clearly demonstrate logically how the viability of his proposed schedule compared with the above.

Milestones of major importance for major work components will be checked and noted from the Critical Path shown on the Critical Path Method or Programme.

Daily, Weekly and Monthly outputs will be checked for compatibility against the proposed Programme and the output / capacity of the proposed equipment.

It must be noted that the bidder are required to demonstrate his mobilization plan for both equipment and labour on a monthly basis, so as determine compatibility of the work progress against proposed schedule.

ATTACHMENT 2

Construction Method

The construction method proposed for the major work components will be checked and evaluated in terms of suitability and logic; in terms of social, technical and environmental aspects as follows:

1. Bridge Work
 - Temporary and preparatory works (e.g., approach road or temporary staging and falsework methods)
 - Substructure work (delivery and cast in place methods, concrete pouring, compaction and curing methods, etc.)
 - Superstructure (concrete pouring methods, girder and beam erection plus scaffolding work methods, rebar check on size, type, bending, placing, etc).
2. Pavement Work
 - Composition of haulage fleet and equipment specially compaction plant and methods. Numbers of manpower (labour) outputs are also considered.
 - Sequence of work and traffic management including road diversion plans.
3. Drainage Work
 - Precast or cast-in-situ methods for drainage facilities.
 - Temporary diversion of existing drainage system plan
 - Proposed Labour and Plant check against Programme daily outputs.
4. Traffic Management
 - Check on the proposed traffic management plans on drawings along with proposed diversions of existing works such as roads, rivers, drainage and local services.
5. Safety Measures
 - Check the proposed safety measures to be taken, both for public and traffic but importantly for site labor also.
6. Quality Control Assurance
 - Check the proposed Quality Assurance plan and method to be incorporated.

ATTACHMENT 3

Equipment

Check whether the proposed equipment on the list of equipment meets with the standard requirement as suggested in the bid document both **in numbers and type**.

In case that the proposed list of equipment by the Contractor seriously deviates from the requirements of the bidding documents in number or type or insufficient capacity to meet the required outputs indicated in the scheduled programme proposed in the programme chart, the bid may be rejected.

Since the Works under the Contract are more incline to bridge works, the number and capacity of the concrete batching plant will be checked thoroughly. The bid will be checked for compliance to the requirements in terms of suitability of the proposed type, number, capacity output wise and status of the equipment.

SECTION XIV

POST QUALIFICATION

Section XIV – Post Qualification

The bidding documents for this project are prepared to cover the evaluation of all items in the bid including the check on the changes and deviations (if any) from the information provided in the Prequalification Documents of the Bidders. With the approval of the Employer and concurrence of the Bank of the Bidding Documents, this activity may no longer be necessary for this Contract.

Not applicable for this Contract