

**INVITATION TO BID**  
**for**  
**Operation and Maintenance Supporting**  
**Services in Mechanical Division of PT.**  
**KPJB**

(ITB No : KPJB – 2013 – 614)

November 28, 2013

**PT. Komipo Pembangunan Jawa Bali**

## C O N T E N T S

CHAPTER I .....	3
BID NOTICE.....	3
1. General Notice.....	3
1.1 General .....	3
1.1.1 Introduction .....	3
1.1.2 Compliance with the ITB .....	3
1.1.3 Definition of Terms .....	3
1.1.4 Languages.....	3
1.1.5 Address.....	3
1.1.6 Nullification of Bid.....	4
1.1.7 Cost of Bidding .....	4
1.1.8 Confidentiality of Information.....	4
1.1.9 Title to Bid.....	5
1.1.10 Notice of ITB Amendment.....	5
1.1.11 Computation of Time .....	5
1.1.12 Withdrawal of Bidding .....	5
1.1.13 Restriction on Bidding Participation Eligibility for Unfair Supplier.....	5
1.1.14 Miscellaneous.....	5
1.2 Bidding Procedure .....	6
1.2.1 Qualification of Bidder .....	6
1.2.2 Application for Participation in Bidding.....	6
1.2.3 Security Deposit for Bidding .....	7
1.2.4 Submission of Bid .....	8
1.2.5 Opening of Bid.....	8
1.2.6 Bidding under the Re-notification.....	8
1.3 Preparation of Bid.....	8
1.3.1 Contents of Bid Documents .....	8
1.3.2 Packaging Bid Documents.....	9
1.3.3 Quantity of Bid Documents .....	9
1.3.4 Modification of Bid.....	9
1.3.5 Additional Documents.....	10
1.3.6 Exceptions to ITB .....	10
1.3.7 Alternative .....	10
1.3.8 Validity of Bid .....	11
1.3.9 Contradiction of ITB or Bid.....	11
1.3.10 Reference Data .....	11



1.3.11	Signature or Affixing a Seal .....	11
1.4	Bid Evaluation and Contract Award .....	12
1.4.1	Criteria and Procedure of Bid Evaluation .....	12
1.4.2	Principle of not opening the contents of Bid Evaluation .....	12
1.4.3	Clarification of Bid .....	12
1.4.4	Decision on the first negotiable Bidder .....	12
1.4.5	Contract Negotiations and the Award of the Contract .....	12
2.	Special Notices .....	13
2.1	Project Summary .....	13
2.2	Scope of Work .....	13
2.3	Commencement Schedule .....	13
2.4	Closing Date and Time for Receiving Bid document .....	13
2.5	Bidding Type .....	13
2.6	Requirements for Bid Price .....	14
2.6.1	Bid Currencies .....	14
2.6.2	Pricing Basis .....	14
2.6.3	Delivery Terms .....	14
2.6.4	Tax, Duties and Tariffs .....	14
2.6.5	Other Terms .....	14
2.7	Procedure and Criteria for Bid Evaluation .....	15
2.7.1	Procedure for Bid Evaluation .....	15
2.7.2	Criteria for Bid Evaluation .....	16
2.8	Notice prior to Award .....	17
CHAPTER II .....		18
TERMS AND CONDITIONS .....		18
1.	General Terms and Conditions .....	18
2.	Special Terms and Conditions .....	30
CHAPTER III .....		33
BID FORMAT .....		33
1.	APPLICATION FOR PARTICIPATION IN BIDDING .....	33
2.	BID FORM .....	34
3.	LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING .....	35
4.	BIDDERS PROFILE .....	36
5.	BID PRICE .....	37

## **CHAPTER I**

### **BID NOTICE**

#### **1. General Notice**

##### **1.1 General**

###### **1.1.1 Introduction**

PT. Komipo Pembangkitan Jawa Bali (hereinafter referred to as "KPJB") duly organized by virtue of the law of Republic of Indonesia and having its head office in Jepara, Indonesia, intends to procure operation and maintenance supporting service for mechanical division of PT. KPJB.

In this regard, KPJB issues this Invitation To Bid (hereinafter referred to as "ITB") to provide the bidder who may participate in this bidding procedure with further information, such as the procedures and requirements for bidding, contractual terms and conditions, scope of supply and technical specifications.

###### **1.1.2 Compliance with the ITB**

The bidder shall prepare and submit the bid in strict compliance with the procedures and requirements as provided in this ITB. Any failure to do so may be sufficient reason for KPJB to reject or to unfavorably evaluate the bid. The bidder shall be regarded as having been sufficiently acquainted with and having accepted all the contents of the ITB, unless otherwise stated in the bid.

###### **1.1.3 Definition of Terms**

The definition as provided in Article 1 of General Terms and Conditions for the Contract of Chapter II shall be applied to the terms employed in other Chapters, except where the context otherwise specifies.

###### **1.1.4 Languages**

The ITB is provided in English language. The bid document, technical specifications and related documents shall be written in English. Bid documents which are written in other languages will not be accepted by KPJB.

###### **1.1.5 Address**

The address of KPJB to which the bid should be sent is as follows:

### **Procurement Team**

Finance & Administration Division PT. KPJB

PLTU Tanjung Jati B Unit 3 & 4

Desa Tubanan, Kecamatan Kembang, Kabupaten Jepara  
Jawa Tengah, Indonesia 59453

E-mail Address : [procurementkpjb@kpjb.co.id](mailto:procurementkpjb@kpjb.co.id)

#### **1.1.6 Nullification of Bid**

The following bids shall become nullified:

- a. Bid which is submitted by a person not qualified for participation in this bidding;
- b. Bid which deviates from Article 1.2.2, Application for Participation in bidding;
- c. Bid which deviates from Article 1.2.3, Security Deposit for Bidding;
- d. Bid which is made by a person who does not submit a power of attorney by the time of bidding, or is not authorized;
- e. Bid which deviates from Article 1.3.11, Signature or Affixing a Seal;
- f. Bid which is submitted after the closing time for receiving bidders;
- g. Two or more bidders for the same item which are submitted by the same bidder for this bidding (except for alternatives, where permitted);
- h. Bid which does not contain the information and data required by this ITB;
- i. Bid which deviates from other essential requirements of the ITB as deemed by KPJB;

#### **1.1.7 Cost of Bidding**

The bidder shall bear his/her costs and expenses incurred in connection with participating in this bidding procedure processing of qualification procedure, bid evaluation and contract negotiation, and in no case shall KPJB be liable for such costs and expenses.

#### **1.1.8 Confidentiality of Information**

The bidder shall not disclose its bid to any third party who is not directly related with the preparation of the bid. KPJB will also keep the bid confidential unless required by the Government Procurement Agreement, by Indonesian laws and/or by the provisions of the ITB.

#### **1.1.9 Title to Bid**

The bid document or other documents submitted to KPJB shall be the property of KPJB and shall not be returned to the bidder regardless of whether it is accepted or rejected by KPJB.

#### **1.1.10 Notice of ITB Amendment**

KPJB may amend or change the ITB, and, in such case, KPJB shall notify the bidders of the amendment or changes in writing. The amendment or changes will constitute a part of the ITB.

#### **1.1.11 Computation of Time**

Unless otherwise provided in the ITB, a period that is stated in the number of days or months will include Saturday and holidays, and in case the last date of the period or any specific day falls on a holiday, the day will be postponed to the closest following business day.

The date and time specified in the ITB is in line with the Western Indonesia Standard Time.

#### **1.1.12 Withdrawal of Bidding**

KPJB has the right to withdraw or postpone this bidding procedure, to invite to re-bidding, or to alter the scope of supply, the delivery schedule and others, at any time and without any liability to the bidder, if it is required due to changes in the concerned project, excess of the bid prices over KPJB's target price, failure in contract negotiations or other reasonable causes.

No claims for compensation with regard to the withdrawal, postponement, rebidding and/or alteration stated above will be accepted by KPJB.

#### **1.1.13 Restriction on Bidding Participation Eligibility for Unfair Supplier**

KPJB will restrict a supplier who might be detrimental to a fair execution of competition or a proper fulfillment of the contract, or who is deemed improper to participate in the bidding from participating in any bid invited by KPJB for the period of not less than one (1) month but not more than two (2) years.

#### **1.1.14 Miscellaneous**

The other matters regarding the qualification for participation in bidding and the matters not specified in this ITB shall be determined by KPJB.

## **1.2 Bidding Procedure**

### **1.2.1 Qualification of Bidder**

1. Bidders which can participate in this bidding shall meet all of the following requirements :
  - a. Professional, competent, resourceful and experienced Company/Provider which is able to provide/supply Operational Supporting Personnel (Detail Requirement as specified in Chapter III).
  - b. The company which participates in this bidding shall submit a copy of contract confirming that the company has an experience in similar industries with similar scope and/or requirement by this bidding with the evidence document.
  - c. Any business entity on the PLN Black List is not allowed to participate in this Bidding.
2. Bellow Certificates shall be submitted for the qualification of bidder
  - a. Submission Documents
    - Copy of Deed of Establishment / Akte Perusahaan following amendments adopted by the agency / department authorized that fulfill the legal requirement of Republic of Indonesia related to the services.
    - Copy of Certificate of Domicile / Sertifikat Domisili;
    - Copy of Certificate Trading Business License/ Surat Izin Usaha Perdagangan (SIUP)
    - Copy of Taxpayer Identification Number TIN / NPWP
    - Copy of Taxable Company certificate (SPPKP)
    - Copy of work experience (Pengalaman Kerja)
    - Copy of Tax return evidence (SPT) and Tax payment evidence (last 3 months)
  - b. Basis of Submission Documents
    - All Copies of Documents have to be marked same as original by registered seal or authorized signature.

### **1.2.2 Application for Participation in Bidding**

Applicants for this bidding qualification requirements shall submit the following documents for participating in this bidding to the address set forth in Article

1.1.5 not later than June 25, 2013 (closing date for application for participation in bidding):

1. Document for Qualification
2. Application for participation in this bidding (See Chapter III)
3. Security Deposit for bidding, as stipulated in Article 1.2.3
4. Certificate of either official personal seal or company seal or an original copy of notarized letter of attorney
5. Other Documents requested by KPJB

### **1.2.3 Security Deposit for Bidding**

1. The Security Deposit for bidding shall **not be less than three (3) percent** of the total bid price including Value Added Tax, if applicable, in any form of the followings. The currency of the Security Deposit will be in accordance with the currency of this bidding.
  - a. Certified Check;
  - b. Bank guarantee or surety bond issued by a first-class bank or insurance company acceptable to KPJB; or
2. The deposit shall be payable unconditionally to KPJB at sight against the KPJB's simple request for payment to a guarantor in the event that:
  - a. The bidder withdraws his/her bidder before its expiration of validity;
  - b. The bidder refuses to enter into the contract after being awarded in this bidding; or
  - c. The Contractor fails to submit the Performance Bond within designated period.
3. The deposit shall be valid at earliest until **two (2) month** after the expiration of validity of the bid proposal.
4. The Security Deposit of the unsuccessful bidders excluding first and second place bidders will be reverted back to them respectively upon determination of the first and second negotiable bidders (hereinafter referred to as the negotiable bidders) according to Article 1.4.4. The Security Deposit of the bidder who has been determined the Contractor will be reverted back upon receipt of the Performance Bond as stipulated on General Terms and Conditions. The Security Deposit of the bidder who has not been determined as, the Contractor has to be reverted back upon determination of Contractor. When the bidders use cash as their Security



Deposit, interest or any other additional charges will not be added upon return.

#### **1.2.4 Submission of Bid**

The bid shall be submitted in writing either by hand or by mail including courier service. The bid shall be received by KPJB on or before the closing date and time as provided in Article 2.4. No late bid will be accepted. The bid which is submitted by a method other than those noted above shall not be accepted. It shall be the bidder's responsibility to assure that KPJB has duly received the bid.

#### **1.2.5 Opening of Bid**

Unless otherwise advised by KPJB, Part II, Bid for Technical and Commercial Information will be opened immediately after receipt. Part I, Price Bid will be kept sealed and not be opened until the evaluation of the Bid for Technical and Commercial Information is completed. KPJB will advise the bidder of the time and place for the opening of the Price Bid at a later time. The Bidder shall dispatch a representative or duly authorized agent to be present during the opening of the Bid.

#### **1.2.6 Bidding under the Re-notification**

In the event that there is no more than three (3) qualified bids or KPJB cannot decide the successful bidder, or in the event the successful bidder does not enter into the contract, KPJB may put up for bidding under the public re-notification. However, if the successful bidder refuses to enter into the Contract without any other justifiable reason, KPJB is entitled to exclude such bidder in the application for participation for re-bidding or bidding under the re-notification.

### **1.3 Preparation of Bid**

#### **1.3.1 Contents of Bid Documents**

The bid document shall be prepared using the Form of Bid as provided in Chapter III, and the additional relevant materials which are required in the ITB or considered to be necessary for sufficient evaluation shall be attached thereto. The Form of Bid shall be complete in all respects, and, if necessary, the bidder may modify the contents of the Form with sufficient explanation.

The Bid document shall consist of the followings:

1. Part I Price Specifications Bid
  - a. Covering Letter for bid Submission
  - b. Bid Price (Format in accordance with ITB Bid Price Form)
2. Part II Commercial and Technical Bid
  - a. Scope of Services, their Performance and technical Specifications
    - Company Structure and Board of Directors
  - b. Deviations and Exceptions from commercial and technical Specifications
  - c. All reference Informations
  - d. Bid security bond certificate, if any.
  - e. Other Information and/or Documents as required by the ITB

#### **1.3.2 Packaging Bid Documents**

The bid document shall be packaged in two separate envelopes ; one for Part I, Bid for Price and the other for Part II, Commercial Information and Technical Specifications Bid, in accordance with Article 1.3.1. In particular, the Price Bid shall be sealed without fail. In addition, the envelope for **Part I shall be marked "Price Bid" on. On the envelope, KPJB ITB No., Project Name, Bidder Name, and if any, Bid No. assigned by Bidder shall be marked.**

#### **1.3.3 Quantity of Bid Documents**

The bidder shall provide the bid in the following quantities:

1. Part I Bid for Price :
  - One (1) original copy (Price data) and two (2) duplicate copies
2. Part II Commercial Information and Technical Specifications Bid (presentation is required):
  - One (1) original copy and two (2) duplicate copies
3. Part III Cost impact proposal Bid (if necessary):
  - One (1) original copy and two (2) duplicate copies

#### **1.3.4 Modification of Bid**

The bid shall be prepared without interlineations, alterations or erasures. However, if any corrections are necessary, each corrected part shall be sealed

by a company seal for the domestic bidder or signed by an authorized representative for the foreign bidder.

### **1.3.5 Additional Documents**

In no event shall any change to the bid or additional documents be accepted by KPJB during the bid evaluation period except for the following documents:

1. Documents for the bidder's clarification which do not change the substance of the bid submitted;
2. Documents concerning the extension of validity of the bid or the Security Deposit;
3. Documents which are requested in writing by KPJB for the bid evaluation.

### **1.3.6 Exceptions to ITB**

1. If there are deviations and exceptions from the ITB, the bidder has to submit commercial and technical terms respectively in accordance with the format of ITB Part III. Otherwise, bidder will be regarded as having accepted all commercial and technical terms. If KPJB regards deviations and exceptions proposed by the bid as a major issue based on KPJB assessment, it can be ground for rejection of the bid.
2. If the bidder takes exception to the Technical Specifications as provided in Chapter II of the ITB, he/she shall itemize the differences with sufficient explanation to enable KPJB to evaluate the suitability of the exceptions.
3. Deviations and exceptions to Article 2.6.1 and 2.6.2 of this ITB for price bidding are not permitted.

### **1.3.7 Alternative**

1. The bidder is encouraged to submit an alternative when he/she considers the alternative to be an improvement or more economical. The alternative shall be prepared in such a manner that it can be easily distinguished from the main bid, and that all alternative matters, including prices, shall be stated therein with sufficient explanation as to the benefits of these alternatives. The alternative shall be submitted and will be treated under the same requirements and procedure as that of the main bid.
2. KPJB will select a successful bidder according to the evaluation result of the main bid.

3. In the event that a successful bidder has proposed the alternative bid, KPJB has the right to negotiate either the main bid or alternative bid for the Contract.

#### **1.3.8 Validity of Bid**

The bid, including the Price, shall be bound as a firm offer and valid unconditionally for a period of **two (2) months** after the closing date for receiving the bid document. In case that KPJB requests the bidder to change some contents of his/her bid in connection with bid evaluation or contract negotiation, KPJB's request shall not be regarded as a rejection of the bid. KPJB, if necessary, may request the bidder to extend the validity of the bid.

#### **1.3.9 Contradiction of ITB or Bid**

In the event that any contradictory or conflicting statement or figures in the ITB or the bids are found, those which treat an issue in more specific detail and greater depth shall prevail, unless otherwise clarified by KPJB or the bidder. If the bidder has questions about the meaning or interpretation of any part of the ITB, he/she may request KPJB's clarification in writing. KPJB will not be responsible for any verbal commitment.

#### **1.3.10 Reference Data**

Any publications, data or information included for reference in the bid shall not be considered as the contents of the official bid, unless otherwise commented upon by the bidder.

#### **1.3.11 Signature or Affixing a Seal**

The bid shall be signed by a duly authorized representative or sealed by the company or business firm seal, and the power of attorney or a certificate of a seal impression shall be attached thereto.

However, the signature of the person who is to be mandated can be accepted for the foreign bidders, in case that the company or business firm seal and the power of attorney are attached to the bid.

## **1.4 Bid Evaluation and Contract Award**

### **1.4.1 Criteria and Procedure of Bid Evaluation**

KPJB will fairly evaluate the bid in terms of the criteria and procedure set forth in Section 2 Special Instruction of the Chapter I, and if necessary, internal regulations or procedure.

### **1.4.2 Principle of not opening the contents of Bid Evaluation**

The bid evaluation will be performed by KPJB and/or other entities designated by KPJB. The result of the bid evaluation made by KPJB shall be final and conclusive, and KPJB is not obliged to open to the public the matters concerning the evaluation unless required under the Government Procurement Regulation.

### **1.4.3 Clarification of Bid**

KPJB may request the bidder to clarify the contents of the bid by letter or through a meeting during the bid evaluation.

### **1.4.4 Decision on the first negotiable Bidder**

In case where the competitive bidding is effectuated by three (3) valid bidders or more, KPJB will decide as the first negotiable bidder the person whose bid meets the essential requirements of the ITB and is the most advantageous to KPJB.

### **1.4.5 Contract Negotiations and the Award of the Contract**

1. If it is deemed necessary, KPJB shall have the right to open the contract negotiations including the contract price with the first negotiable bidder. In such a case, if the result of the negotiations is satisfactory to KPJB, the first negotiable bidder will be the successful bidder who is awarded the contract, but, if the result of the negotiations with the first negotiable bidder is not satisfactory, KPJB may proceed in the negotiations with the next placed bidder without any liabilities to the first negotiable bidder.
2. KPJB is entitled to adjust scope of supply, technical specifications, contract conditions and contract price during the negotiation period.
3. The successful bidder shall submit the required documents for entering into a contract and a list breaking down the calculations for a contract price within three (3) days after being informed of having been awarded the

contract and enter into a contract by signing contract within five (5) days after being informed of having been awarded the contract. However, if the successful bidder cannot enter into a contract due to incidents of Force Majeure or cases which KPJB deems acceptable, those days where such incidents occurred shall not be calculated.

4. The bidder who is applicable under above, shall submit the Performance Bond for a contract and the required documents to KPJB not later than contract signing date.
5. If KPJB issues a written Authorization to Proceed (ATP) to Contractor with respect to all or part of the Work hereunder prior to the effective date of the contract, all provisions hereof shall apply to the Work to the extent of such ATP, and Work shall be deemed to have been performed under the contract.

## **2. Special Notices**

### **2.1 Project Summary**

Under the Expansion O&M Agreement between KPJB and PLN, KPJB needs to procure operation and maintenance supporting service for mechanical division of PT. KPJB. Therefore, contractor is requested to provide/supply service to support Operational and maintenance including Personnel, equipments and others (Detail list of requirement as specified in Chapter III).

### **2.2 Scope of Work**

The scope of work under the contract through this tendering is provided specifically in Special terms and conditions of Chapter III.

### **2.3 Commencement Schedule**

The commencement schedule under the contract through this bidding is provided in **January 1, 2014**.

### **2.4 Closing Date and Time for Receiving Bid document**

The bid document shall be submitted not later than **11.00 am December 17, 2013**

### **2.5 Bidding Type**

1. This bidding is a **domestic open bidding** covered by KPJB.

2. This bidding is conducted under the evaluation of qualification for participation in bidding.
3. This bidding is conducted under **one stage two cover bidding procedure** which separates commercial & technical evaluation from price evaluation.
4. This bidding is conducted by negotiations.

## **2.6 Requirements for Bid Price**

The bidder shall submit the total bid price of the scope of supply according to the requirements and conditions as stipulated by the ITB and the price lists for each item as required in the attached price lists of Chapter III.

### **2.6.1 Bid Currencies**

The bid price shall be denoted in **Rupiah (IDR)**.

### **2.6.2 Pricing Basis**

In consideration of a price increase or a price decrease during the contract period, the bid price shall be the fixed price based on the scope of delivery and contract conditions as specified by this ITB. Thus, any and all possible fluctuations to be incurred during the contract period shall be reflected in the bid price.

### **2.6.3 Delivery Terms**

The bid price shall be quoted as **DDP (INCOTERMS 2000)** at PLTU Tanjung Jati B Unit 3 & 4 Site.

### **2.6.4 Tax, Duties and Tariffs**

Bid prices shall include all the taxes, including the value-added tax (VAT), customs duties and other official charges in connection with the supply of the Goods and/or Services in the case of DDP. The VAT shall be excluded from the price of each item but included in the total bid price.

### **2.6.5 Other Terms**

1. The bid price shall be submitted in compliance with the division of items as specified in bid format of ITB Chapter III and the bid for Commercial Terms. Any combination of item units is not permitted.
2. The supply of service provided by subcontract of the bid shall be in compliance with Chapter II General Terms and Conditions for Contract.

## **2.7 Procedure and Criteria for Bid Evaluation**

### **2.7.1 Procedure for Bid Evaluation**

1. The bid evaluation will be conducted in **two (2) steps**:
  - a. Preliminary Evaluation and;
  - b. Detailed Evaluation.
2. Any of the following bidders as a result of the Preliminary Evaluation shall be excluded from the Detailed Evaluation Procedure for Bid Evaluation.
  - a. Bidders as specified in Article 1.1.6 and 1.2.1 of general notice of CHAPTER I
  - b. Bidders with a delivery schedule which KPJB cannot accept
  - c. Bidders which cannot satisfy the major technical requirements
  - d. Bidders with deviations and exceptions to the major contents of the ITB.
3. After conducting the Preliminary Evaluation, KPJB will inform bidders who do not pass of their failure to meet requirements of the bid.
4. Bidders who pass the Preliminary Evaluation shall be subject to the Detailed Evaluation. The Detailed Evaluation will be conducted in two (2) Steps.
  - a. Step I : Evaluation on Technical Specifications and Commercial Terms
  - b. Step II : Evaluation on Bid Price and Overall Economic Aspects
5. The bid document which is disqualified in the Step I Evaluation shall be excluded from Step II Evaluation. KPJB may request clarifications on the contents of the bid by letter or through a meeting. If the bidder rejects KPJB's request for clarification, the biddocument may be excluded from Step II Evaluation or be unfavorably evaluated.
6. The event that any increase/decrease to Bid Price is required during the Detailed Evaluation due to changes in the scope of supply, technical specifications, contractual terms and conditions and so on, the bidder shall submit the amount of increase/decrease within the deadline established by KPJB, using the prescribed form and enclosing it in a sealed envelope.



## **2.7.2 Criteria for Bid Evaluation**

### **2.7.2.1 General Criteria**

1. In the preliminary evaluation, KPJB will evaluate as to whether the bid's major deviations and exceptions, if any, are acceptable as well as whether each bid meets the essential requirements in the ITB such as technical specifications.
2. In the Detailed Evaluation, KPJB will select the most advantageous bid by economic evaluation of the bid price and the relevant costs including technical evaluation. In this regard, the evaluation factors shall be as provided in Article 2.7.2.2.

### **2.7.2.2 Bid Evaluation and Evaluation Factors**

Major factors of bid evaluation are as follows:

1. Technical Evaluation
  - Completeness of equipment facilities
  - Expertised Team
  - Ownership standard operation procedures on any type of employment
  - Continous training
  - Employment of readiness (planning, value and salary scheme)
  - Work program
  - Scope of supply and Technical Differences
  - Deviations and Exceptions to ITB's technical specifications
  - Other Required Matters
2. Commercial Evaluation
  - Deviations and Exceptions to General Terms & Conditions and Special Terms & Conditions
  - Other required Matters
3. Bid Price and Overall Economic Evaluation
  - Bid Price
  - Cost impact amount resulting from change in the scope of service, technical specifications, contractual terms and conditions
  - Salary scheme, Insurance, Equipment, Tools, and Management fee



PLTU Tanjung Jati B Unit 3 & 4  
Desa Tubanan Kecamatan Kembang  
Kabupaten Jepara Jawa Tengah  
Indonesia 59453  
Tel: 0291-427-0493 Fax: 0291-427-0601

- Other required Matters
- Cost impact amount resulting from change in the scope of service, supporting personnel, technical specifications, contractual terms and conditions

## **2.8 Notice prior to Award**

2.8.1 The bidder's inquiry about the ITB and clarification of his bid in regard to commercial matters and technical matters including, but not limited to, price, bid validity and contractual terms and conditions shall be made to the following address and attention :

**Procurement Team,  
Finance & Administration Division PT. KPJB  
PLTU Tanjung Jati B Unit 3 & 4  
Desa Tubanan Kecamatan Kembang Kabupaten Jepara  
Jawa Tengah Indonesia 59453**

## **CHAPTER II**

### **TERMS AND CONDITIONS**

#### **1. General Terms and Conditions**

These General Terms and Conditions (GTC) are applicable to the Contract placed by PT. KOMIPO PEMBANGKITAN JAWA BALI (PT. KPJB) for the purchase of Services as specified in the Contract, to which PT. KPJB and Contractor shall be bound.

##### **Article 1 – Definitions**

The following terms used herein shall have the meanings as set forth below:

- A. “Company” means PT. KOMIPO PEMBANGKITAN JAWA BALI which purchases the Services hereunder, and which expression shall include its legal representatives, authorized agents, successors, and assignees.
- B. “Contractor” means the person, corporation, legal representatives and/or authorized agents that provide the Services under contract.
- C. “Contract” means the contract entered into by and between the parties, which concludes the Contract placed by Company and acknowledged by Contractor for the purchases of the services.
- D. “Party” means either Company or Contractor as the case may be. “Parties” means both Company and Contractor.
- E. “Services” means everything required to be done or furnished by Contractor under the Contract as shown or described under the Contract.
- F. “Work” means all of the obligations and responsibilities to be performed by Contractor hereunder, including the supply of the Services.

##### **Article 2 – Effectiveness of the Contract**

The Contract becomes effective when Contractor acknowledged the acceptance of the Contract placed by Company, which constitutes the Contract between the Parties. Unless Contractor acknowledged the acceptance within ten (10) days after receipt of the Contract, Company may withdraw the Contract without any liabilities thereafter.

##### **Article 3 – Contract Document and Language**

**3.1** The Contract documents consist of the Contract including the document attached thereto and this GTC. In case of any inconsistency between them, the Contract shall govern.

**3.2** The Contract is intended to be interpreted as a consistent and compatible whole. If, however, an unintentional ambiguity or conflict is discovered between separate provisions contained herein, Company and Contractor agree to resolve such conflicts by application of the following in order of precedence:

- (1) Amendments/Revisions to the Contract
- (2) Pricing Data
- (3) Technical Specification (Special Conditions) and subsequent Addenda
- (4) General Terms and Conditions
- (5) Supplemental Terms and Conditions

**3.3** All documents and communications hereunder shall be in English language.

#### **Article 4 – General Provisions**

**4.1** The period stated in number of days or months shall include Saturday, Sunday and holidays, and if any specific day falls on Sunday or a holiday, the day shall be postponed to the first following business day.

**4.2** The Goods and/or services to be provided hereunder shall conform to the applicable laws, regulations, codes, standards and specifications hereof. Contractor shall provide the new and unused products suitable in all respects for the purposes intended herein and shall use the best possible design and engineering. The specifications not adequately described herein shall be in accordance with the best commercial practices.

**4.3** Contractor shall be fully responsible for the work performed by its subcontractor.

#### **Article 5 – Changes**

**5.1** Company may at any time direct in writing changes in any one or more of the following:

- (1) Drawings or technical specifications.
- (2) Additions to or deletions from quantities and Service item (s) ordered.
- (3) Duration of Service.
- (4) Scope of Works.
- (5) Job site.

**5.2** If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the Service, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Contract shall be modified by written amendment executed by the parties authorized representatives. The charge or credit for any such changes affecting the Contract Price shall be determined, at mutual agreement, by any of the following methods:

- (1) Agreed upon lump sum price,
- (2) Unit price agreed upon in writing,
- (3) Cost plus provision if specified in this Contract.

**5.3** In those instances where Company requests to order a change on a lump sum price basis, Contractor shall submit a quotation for approval covering any change which affects this Contract Price, and if any change does not affect the Contract Price, Contractor shall so acknowledge in writing.

**5.4** Any claim by the Contractor for adjustment under this clause must be asserted within thirty(30) calendar days from the date of receipt by the Contractor of the notification of change. The Contractor shall promptly proceed with the service as changed after all adjustments are made or at such other time as the parties may agree.

#### **Article 6 – Price and Payment**

**6.1** Contract amount shall be firm and fixed price for the entire Contract duration and is not subject to fluctuations.

**6.2** The Contract amount shall be paid by means of either telegraphic transfer (T/T) net 30 days or irrevocable unconfirmed Letter of Credit (L/C), as agreed to between the parties, to Contractor against the Contractor's presentation of the following documents.

- (a) Commercial Invoice: one (1) original and three (3) copies
- (b) Certificate as required in the Contract
- (c) Other documents as required in the Contract

**6.3** Unless otherwise provided in the Contract, Contractor shall bear any kind of banking charges and other expenses incurred in connection with the payment.

#### **Article 7 – Completion of Service**

**7.1** Timely completion of the Service in accordance with the Technical Specification and Pricing Data is essential to this Contract. However, Contractor will not be liable for delays in performing its obligation to the extent the delay arises out of causes beyond Contractor's reasonable control, such as acts of God, storms or floods, government priorities, acts of civil or military authorities, fires, strikes, epidemics, war or riots. Contractor shall provide Company within seven (7) days of the commencement of such excusable delay, with written notice of the cause and extent thereof as well as a request for schedule extension for the estimated duration thereof, and provide Company within seven (7) days of the cessation of the event causing delay with written notice of the actual delay incurred.

**7.2** Notice of delays attributable to causes beyond Contractor's reasonable control must

contain suitable evidence of such causes or verification by a suitable government agency. If Company determines that the facts justify an extension of time, the Contract will be modified accordingly, in writing, by an amendment/revision. It shall be understood that any such delay shall affect only the part or parts of the Work directly involved. If Company determines that the facts do not justify an extension of time, such request of the Contractor will be denied. Company's findings of fact for either determination will be delivered to the Contractor.

**7.3** Without limiting any rights or remedies which Company may have under this Contract or under any law, Contractor shall be liable for all failures, delays and interruptions in performing any of its obligations under this Contract which are within its reasonable control and Contractor shall, at no additional cost or expense to Company, use its best efforts to make up time for such delay. No failure, delays or interruptions in performing any of the Contractor's obligations under this contract which results in any extension of the actual delivery date beyond the Contract delivery date, whether extended by mutual agreement or not, shall result in any price adjustment if the event is attributable to Contractor's responsibility.

**7.4** Payments due under this Contract may be suspended at mutual agreement for a period of time equal to the period of any such failures, delays or interruptions. Contractor shall use his best efforts, using all measures commercially practicable, not to experience any failures, delays or interruptions in performing any of the Contractor's obligations under this Contract.

#### **Article 8 – Title and Risk of Loss**

Except as otherwise provided herein, title except the copyright of the Contractor to all Service performed by Contractor hereunder shall be transferred to Company upon the presentation of each component of the Service to the Company.

#### **Article 9 – Warranties/Guarantees**

**9.1** Contractor warrants that the Service shall be suitable for the purpose intended as specified in the Contract and free from liens and defects in title, and shall conform in all respects to the terms of this Contract and to the applicable standards issued for the same service provider, and shall be the best quality, if no quality is specified.

**9.2** Unless the warranty period is otherwise extended, the conditions of which may be provided elsewhere in this Contract, the following warranty shall apply : if at any time prior to Twelve(12) months from the issuance date of the Final Acceptance, it appears that the Service, or any part thereof, do not conform to these warranties, and Company so notifies Contractor within a reasonable time after its discovery, Contractor shall promptly correct

such nonconformity to the satisfaction of Company, at Contractor's sole expense if the events are attributable to Contractor's responsibility.

**9.3** With respect to the Service corrected by Contractor, the warranty period shall run for Twelve(12) months from the date of completion of such correction and acceptance thereof to the maximum of Twenty-four(24) months from the Final Acceptance date.

**9.4** Contractor shall be liable for all damages proximately caused by the breach of any of the foregoing warranties, including incidental damages. Incorrect Service so replaced will become the property of the Contractor and shall be returned, at Contractor's expense, to a destination named by Contractor. Contractor shall not be liable for indirect and consequential damages of any nature.

#### **Article 10 – Limitation of Liability**

The Contractor's total liability, on all claims of any kind, including claims based on tort (including negligence), for any loss or damage arising out of, connected with, or resulting from the Contract, or from the performance or breach thereof, shall in no case (except as provided in the Article 11 INFRINGEMENT hereof) exceed the Contract Price.

#### **Article 11 – Non-Waiver**

Failure by Company to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or to properly notify Contractor in the event of breach, or the acceptance of or payment for any Service hereunder, shall not release Contractor from any of the warranties or obligations of this Contract and shall not be deemed a waiver of any rights or remedies as to any such Services, regardless when completed or accepted, or as to any prior or subsequent default hereunder, nor shall any termination of this Contract by Company operate as a waiver of any of the terms and conditions hereof.

#### **Article 12 – Infringement**

**12.1** Contractor shall, at its own expense, hold harmless and defend Company under this Contract against any claim, suit or proceedings brought against Company which is based upon a claim, whether rightful or otherwise, that any Service furnished by Contractor under this Contract constitutes an infringement of any patent and Contractor shall pay all damages and cost awarded against Client resulting therefrom.

**12.2** This indemnity is given upon the condition that Company shall promptly notify Contractor of any claim or suit or proceedings involving Company in which such infringement





is alleged, and Company shall permit Contractor to control completely the defense or compromise of any such allegation of infringement and Company shall render such reasonable assistance at Contractor's cost in the defense thereof as Contractor may require.

**12.3** Notwithstanding any proprietary legends or copyright notices to the contrary, Company may copy or reproduce documents and information furnished by Contractor in connection with Contractor's proposal and with this Contract and distribute such copies or reproductions to others for the limited purposes of designing, constructing, operating, maintaining or licensing the Project. Contractor is responsible for obtaining necessary permission and releases Company from any third parties placing proprietary rights or copyrights on such documents or information and shall, at its own expense, hold harmless and defend Company against any and all claims, suits or proceedings based upon a claim, whether rightful or otherwise, that a proprietary right or copyright has been infringed by copying, reproduction, distribution or use by Company.

#### **Article 13 – Indemnity**

**13.1** Contractor shall hereby indemnify and defend and hold harmless Company and its employees, authorized representatives from and against any and all suits, actions, loss, damages, legal or administrative proceedings, claims, demands, liabilities, interest, attorney's fee, cost of defense, costs and expense of whatsoever kind or nature whether alleged to arise, or arising before or after completion of Service hereunder and in any matter directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Contractor including the use by Contractor of any Company furnished equipment, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of the Contract.

**13.2** Company shall hereby indemnify and defend and hold harmless the Contractor and its employees, authorized representatives from and against any and all suits, actions, loss, damages, legal or administrative proceedings, claims, demands, liabilities, interest, attorney's fee, cost of defense, costs and expense of whatsoever kind or nature whether alleged to arise, or arising before or after completion of Service hereunder and in any matter directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Company to performance of the Contract.

#### **Article 14 – Assignments**

Any assignment of this Contract or of any rights hereunder or hypothecation thereof in any



manner, in whole or in part, by operation of law or otherwise, without the prior written consent of both Parties shall be void. The Contract, subject to the provisions hereof, shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Parties hereto.

#### **Article 15 – Termination for Convenience**

The performance of Service under this Contract may be terminated by Company in accordance with this clause in whole or, from time to time, in part whenever Company shall elect. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Service under the Contract is terminated, and the date upon which such termination becomes effective.

**15.1** Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

- (1) Immediately discontinue Service on the date and to the extent specified in the notice;
- (2) Place no further orders for the Service other than as may be required for completion of such portion of the Service that is not terminated;
- (3) Promptly make every reasonable effort to either obtain cancellation on terms satisfactory to Company of all orders to sub-Contractors or assign those orders to Client in accordance with Company's instruction; and assist Company upon request in the maintenance, protection, and disposition of property acquired by Company under the Contract.

**15.2** If claimed in writing within thirty (30) days after Notice of Termination, Company shall pay to Contractor an equitable adjustment to include:

- (1) all amounts due and not previously paid to Contractor for the Service completed in accordance with this Contract prior to such Notice, and for Service thereafter completed as specified in such notice;
- (2) cost of settling and paying claims arising out of the cancelled order;
- (3) a reasonable profit for costs incurred in the performance of the Service terminated. Provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included; and
- (4) less the reasonable resale value of the Service then in progress. (If Client elects to retain the title to such Work, the resale value shall not be subtracted.)

The total sum to be paid to the Contractor under this clause shall not exceed the Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Service not terminated, and will not include any consideration for loss of anticipated profits on the terminated Service, all claims for which the Contractor agrees to waive.

## **Article 16 – Termination for Default**

**16.1** Company may terminate the whole or any part of the Contract in any one of the following circumstances:

- (1) If the Contractor enters into or becomes subject to any bankruptcy, liquidation or similar proceedings except for the purpose of reconstruction or amalgamation or shall cease to carry on his business; or
- (2) If the Contractor fails to perform the Service within the time specified herein or any extension thereof; or
- (3) If the Contractor delivers nonconforming Service or
- (4) If the Contractor fails to perform any of the other provision of the Contract in accordance with its terms or so fails to make progress as to endanger performance of the Contract. In the event of any such failure, Company will provide Contractor with written notice of the nature of the failure and Company's intention to terminate for default. In the event Contractor does not cure such failure or commence action to correct such failure within twenty (20) calendar days of such notice, Company will provide Contractor with a written notice of default.

**16.2** In the event Company terminates the Contract in whole or in part as provided in this clause, the Client may procure, upon such terms and in such manner as Company may deem appropriate, services similar to those so terminated and the Contractor shall be liable to Company for any excess costs for such similar services; provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause. Except with respect to defaults of Sub-Contractors, the Contractor shall not be liable for any excess costs if the failure to perform the Service arises out of causes beyond Contractor's reasonable control and without the fault or negligence of the Contractor. These causes will include acts of God, storm, floods, earthquakes, riots, revolutions, rebellions, insurrections, fires, explosion, strikes, lockouts, sabotage, war, embargoes and quarantines.

**16.3** If the failure to perform is caused by the default of Sub-Contractor and if such default arises out of causes beyond the control of the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

**16.4** Contractor agrees to assist Company in the event that a default and re-procurement action is necessary by cooperating in the transfer of information, in the disposition of Service

in progress, and in the performance of other reasonable requests made by Company.

**16.5** If, after Notice of Termination of this Contract, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the default was excusable under the provisions of the Contract, the rights and obligations of the Parties shall be the same as if the Notice of Termination had been issued pursuant to Article 14 Termination for Convenience.

#### **Article 17 – Governing Law**

The definition of terms used, interpretation of this Contract and rights of all parties hereunder shall be construed under and governed by the laws of the Republic of Indonesia.

#### **Article 18 – Compliance**

**18.1** Contractor warrants that all work furnished hereunder shall have been produced and furnished in strict compliance with all applicable laws and regulations to which the work are subject.

**18.2** Contractor shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required to be incorporated in contracts of this character are hereby incorporated herein by this reference.

#### **Article 19 – Responsibility for Contractor's Supplier (Subcontractors)**

**19.1** Contractor may not subcontract any major Service without first obtaining approval in writing from Company. Should it become necessary that Contractor secure the services of Subcontractors, Contractor shall submit to Company a written description of the Service to be done and the proposed Subcontractor.

**19.2** Company reserves the right to comment on, or disapprove any Subcontractor proposed by the Contractor and the Contractor shall give Company a reasonable opportunity to do so. The responsibilities and obligations assumed by Contractor shall also cover operations to be performed or materials to be supplied by Contractor's Subcontractors. Company's approval, if given, shall not relieve Contractor from full responsibility for the fulfillment of all obligations under this Contract.

#### **Article 20 – Liquidated Damages**

In the event that;

**20.1** The completion of the Service is delayed beyond the Contract Completion Date for other than excusable causes, as defined in the Contract Article 7, or

**20.2** All or any portion of Service becomes unavailable due to the Contractor's inability to correct defects in a timely manner,

The Contractor shall pay to Company as liquidated damages and not as a penalty an amount of the rate of zero point one five percent (0.15%) of the Contract Amount per calendar day of the delay or unavailable portion. Liquidated damages hereunder are imposed not as a penalty, but as a pre-estimate of the likely consequences of delay or unavailability. The liquidated damages shall not exceed a maximum sum equal to ten (10) percent of the Contract Price.

## **Article 21 – Disputes and Arbitration**

**21.1** Except as otherwise provided in the Contract, any dispute concerning questions of facts arising under the Contract, which are not disposed of by mutual agreement of the parties, shall be decided by Company. Such decision shall be final and conclusive unless, within thirty(30) days from the date of receipt of the notice of Company's decision, the Contractor makes a written appeal to Company. In the event that any question of fact cannot be disposed of by agreement between Company and the Contractor after such written appeal by the Contractor, such disputes shall be finally settled by arbitration as described below.

**21.2** Any disputes, disagreements or difference besides a question of fact which shall arise as to the obligation of any Party under the Contract or the interpretation of any provision thereof, if not settled by mutual agreement shall, at the option of the initiating Party and upon written notice to the other Party, be finally settled by arbitration. The arbitration shall take place in Jakarta, the Republic of Indonesia, and shall be conducted in accordance with the Arbitration Rules of the Indonesian Commercial Arbitration Board and under the law of the Republic of Indonesia. From the date of dispute, disagreement or difference arising to the date of settlement of the matter in question by arbitration, the Contractor shall comply with Company's direction and shall continue to fulfill its obligations under the Contract in good faith during the pendency of any arbitration and shall not be entitled to traverse the fulfillment of its contractual obligations. The arbitration decision shall be final and irrevocable and the Parties hereto expressly and unreservedly agree to be bound thereby.

## **Article 22 – Performance Bond**

**22.1** Contractor shall establish and furnish to Company a performance bond in the form of certified check, surety bond, irrevocable clean letter of credit or bank guarantee in the form specified in Attachment "A", within ten (10) days after the signing date of this Contract.

**22.2** The performance bond shall be in the amount of ten (10) percent of the Contract Price.

If the Contract Amount is increased because of changes, the Contractor shall so adjust the amount of the performance bond within ten (10) days after the date on which such amendment has been executed. The performance bond shall be in favor of Company and available for payment against simple notice of Company at sight on the relevant bank, accompanied by the statement of Company certifying that Contractor has not complied with the terms of Contract. However, Company shall notify Contractor in writing of breach of the Contract by Contractor not later than fifteen (15) days before drawing payment from the performance bond. All expenses and charges in connection with the said performance bond shall be borne by the Contractor.

**22.3** The performance bond shall be valid until two (2) months after the Completion date of the Service, or any extension thereof and shall be released upon the instruction of Company or on its expiry date whichever may first occur. The contents of the performance bond shall be in accordance with the conditions and substance of the Contract and no other condition shall be given in the bond.

### **Article 23 – Extension and Suspension**

**23.1** Company shall have the right to suspend the Service in whole or in part for a specific period of time for any reasonable cause upon seven (7) days prior written notice to the Contractor. If it is the Contractor's opinion that any of the Service is in a state of progress, such that interruption of the Service would result in substantially increased demobilizing and re-mobilizing costs, the Contractor shall advise Company of such opinion within seven (7) days from receipt of the written notice from Company and request instructions as to the suspension of such Service.

**23.2** The Contractor shall immediately resume such Service as suspended when directed to do so by Company. The time for performance will be extended by a period of time necessary to overcome the effects of the suspension. Other provisions of the Contract will also be adjusted if necessary and as appropriate. The Contractor shall be entitled to an equitable adjustment in the Contract Price to reflect any additional expense and risk incurred by the Contractor by reason of such suspension. The Contractor will make all reasonable efforts to reduce such additional expense.

### **Article 24 – Taxes**

**24.1** The Contractor shall be responsible for the payment of all Taxes, fees and assessments imposed or assessed by all local, state or national government authorities outside the Republic of Indonesia.

**24.2** Company shall pay all taxes levied by local, state or national government authorities inside the Republic of Indonesia in connection with the performance of the Service under this Contract.

**24.3** Each Party shall furnish to the other Party such information, notices, filings and receipts relating to taxes and duties as the other Party may reasonably request.

**24.4** Supplier shall be fully responsible for submitting the copy of tax payment evidence (SSP) for this P/O payment not later than 60 days after invoicing document received by KPJB. If not submitted by the supplier until due date of tax payment evidence (SSP) submission, the supplier will be blacklisted and not be allowed to participate in any future bidding and/or procurement processed by KPJB.

#### **Article 25 – Permits**

Contractor shall procure and pay for all permits, authorizations, registrations and inspections required to perform the Service under this Contract. Company shall assist Contractor with reasonable efforts in obtaining any permits or authorizations required by Contractor to perform the Work. In addition, Contractor shall assist Company in obtaining any permits or authorizations necessary for the performance of the Service which must be obtained by Company. In performing such assistance, Contractor's incidental expenses such as labor cost, travel expenses and per diem to be incurred shall be remunerated by Company.

#### **Article 26 – Representation Regarding Third Parties**

Contractor represents that this Contract is entered into without the assistance or intervention, direct or indirect, of any broker, firm or corporation except the established representative of Contractor, provided that Contractor has not engaged the services of such representative for purposes of exercising or obtaining improper influence, and Contractor represents that it has the right to perform the service free of any right, title or interest of, of any obligation to, or undertaking or arrangement with, any third party except as expressly provided for in this Contract.

## **2. Special Terms and Conditions**

### **2.1 Qualification**

**2.1.1** The Contractor shall have the experience and qualification for the similar to be provided and should have a sufficiency of skill and expertise to undertake the work.

**2.1.2** The Contractor shall fulfill the legal requirement of Republic of Indonesia related to the Services as follows:

- Legal entities of Acompany : DOE of Company, SIUP, TDP, Surat Keterangan Domisili.
- Legal of owner : KTP of Owner, NPWP.
- SPPKP and NPWP for the Company.
- Statement Letter of Comply & Obey the Labor Act to Disnaker.
- Agreement letter with employee and Company Regulation

**2.1.3** The Contractor shall follow Indonesian Standards of those respective standards and norm, which are internationally accepted for basis for such services. The representative of KPJB has the right to reject the personnel if they are considered unable to successfully undertake the work and shall be replaced another personnel by the Contractor as soon as possible. The Contractor can use the subcontractors for fulfilling its service scope, but they have same obligations for qualifications and experience under this Contract.

**2.1.4** The Contractor should have mechanism of performance assessment from each of personnel in order for the monitoring work that has been implemented.

#### **2.1.5 Service scope**

Service to be provided from the contractor is as follows :

- 1) Cleaning work
- 2) Carrying tools
- 3) Lifting equipment and materials
- 4) Support forklift operation
- 5) Coal handling operation support
- 6) OA and network equipment maintenance support
- 7) Other manpower supporting work



### 2.1.6 Service area

#### 1) Daily manpower supply service

No	Area	Expected manpower
1	Machinery	6 persons per day
2	Coal handling	5 persons per day
3	IT-Office	1 person per day
4	Warehouse	2 persons per day

#### 2) Monthly coal handling shift work service

Area	Required manpower	Remarks
Coal handling operation	4 persons / day	Shift work *

\* 4 Persons are placed in coal handling system as a shift work to support the operation activities and in replacement of persons, the contractor should get the consent of the KPJB.

### 2.1.7 Manpower qualification

- 1) Gender : Male
- 2) Age : 18 to 30
- 3) Education : Graduation from senior high school (In case of IT service person, IT majored one should be mobilized.)
- 4) Good behavior and attitude
- 5) Local police certificate (SKCK)

### 2.1.8 Manpower management

- 1) Before service beginning, the contractor shall nominate the supervisor and inform the KPJB of it so that he or she could manage the persons from it and coordinate with the customer regarding the manpower amount, schedule and qualities.
- 2) All manpower service order from users of the customer shall be handled through the above supervisor by using predetermined request forms.
- 3) Aside from the above regular manpower order, in case that overtime work or emergency manpower mobilization is required, the relevant manpower service order will be issued on each case.
- 4) The contractor should record the time card and submit on a daily basis.



- 5) The personnel of contractor shall work under the supervision of the customer for the safety purpose.
- 6) The customer can request the contractor to replace its personnel at any time when they show faithless behavior during work and the contractor shall follow it.

#### **2.1.9 Contractor supply**

- 1) Manpower mobilization
- 2) Personal protection and equipment and uniform
- 3) Transportation in site

#### **2.1.10 Response time**

When requested by KPJB, the works should commence within 24 hours.

#### **2.1.11 Working time**

- 1) The normal working hour for daily manpower under this contract is 07.30 – 16.30 from Monday to Friday.
- 2) The shift work support personnel shall follow the roster of the KPJB shift group.

The contractor shall note that in some cases, work outside normal hours may be needed due to various reasons such as emergency repair and daily work wrap up.

#### **2.1.12 Performance evaluation**

KPJB will evaluate the contractor's performance every six months regarding below factors :

- a. Manpower quality (25)
- b. Response (25)
- c. Safety rule observance (25)
- d. Manpower management (25)

The above evaluation data can be used as back data for service contract extension.

#### **2.1.13 Contract extension**

On the basis of performance evaluation, if its average is more than 85, service contract can be extended by 1 year without any contract price adjustment.



## CHAPTER III

### BID FORMAT

#### 1. APPLICATION FOR PARTICIPATION IN BIDDING

ITB No.		Bid Date	
Name of supply	Operation and Maintenance Supporting Service for Mechanical Division of PT. KPJB		
Bid Bond	Type of Bid Bond :		
Attorney	The following person shall be entrusted for this Bid. Name : Identification No. :		
Business Firm Seal	The following seal shall be submitted for registration as the Business Firm Seal for this Tender Business firm seal :		
<p>We hereby declare that we comply with requirements in the ITB and apply for participation in Bidding.          [Month],[Date], 2013          Address :          Company Name :          Representative :</p> <p>1. Company seal or Power of attorney : One original and one copy          2. Bid Bond          Messrs. PT. KOMIPO PEMBANGKITAN JAWA BALI.</p>			
(Confirmor)	Name :		



PLTU Tanjung Jati B Unit 3 & 4  
Desa Tubanan Kecamatan Kembang  
Kabupaten Jepara Jawa Tengah  
Indonesia 59453  
Tel: 0291-427-0493 Fax: 0291-427-0601

## 2. BID FORM

**ITB No: KPJB – 2013-614**  
**Dated : / /2013**

To :  
PROCUREMENT TEAM,  
PT. KPJB PLTU Tanjung Jati B Unit 3 & 4  
Desa Tubanan Kecamatan Kembang Kabupaten  
Jepara Jawa Tengah Indonesia 59453

Dear Sir,

1. Having conditions of contract and services to be provided, including addenda No.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide Operational Supporting Personnel in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum as mentioned in tender document for due performance of the Contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent a replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this ..... day of ..... 2013.

Signature of  
In capacity of  
Duly authorized to sign the bid for and on behalf of.....  
Witness.....  
Address .....  
Signature



PLTU Tanjung Jati B Unit 3 & 4  
Desa Tubanan Kecamatan Kembang  
Kabupaten Jepara Jawa Tengah  
Indonesia 59453  
Tel: 0291-427-0493 Fax: 0291-427-0601

### 3. LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

(To reach on or before time of bid opening)

To,

PROCUREMENT TEAM,  
PT. KPJB PLTU Tanjung Jati B Unit 3 & 4  
Desa Tubanan Kecamatan Kembang Kabupaten  
Jepara Jawa Tengah Indonesia 59453

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in  
the Tender of \_\_\_\_\_

Following persons are hereby authorized to attend the bid opening for the tender mentioned  
above on behalf of \_\_\_\_\_ (Bidder) in order of preference  
given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		

Alternate Representative

Signatures of Bidder

Or

Officer authorized to sign the bid  
Documents on behalf of the Bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it  
is restricted to one, first preference will be allowed. Alternate representative will be permitted  
when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization  
as prescribed above is not received.



## 4. BIDDERS PROFILE

### General:

1. (Name of the Bidder/ firm)
2. Name of the person submitting the Bid Mr./Mrs.

**(In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only)**

3. Address of the firm .....
4. Telegraphic Address .....
5. Tel no. and fax .....
6. Registration & incorporation particulars of the firm:
  - i) Proprietorship
  - ii) Partnership
  - iii) Private Limited
  - iv) Public Limited

**(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law)**

7. Name of Proprietor/Partners/Directors.....
8. Bidder's bank, its address and his current account number .....
9. Infrastructure capabilities:.....

**I/We hereby declare that the information furnished above is true and correct.**

**Place:** .....

**Date:** .....

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....



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Indonesia 59453  
Tel: 0291-427-0493 Fax: 0291-427-0601

## 5. BID PRICE

No		Description	Unit price	Quantity	Total Amount (Monthly)
1		Operation and Maintenance Supporting Service for Mechanical Division of PT. KPJB		1 Lot	
		TOTAL for 1 Months			
		VAT			
		Grand Total			
		<b>Grand Total for 1 Year</b>			

**Note:** This contract will be used 1 lot payment for each month, service fee included (overtime in regular day and holiday)