



**Public Notice
for
Unit Price Contract Chemical 2019 for Special Chemical**

1. Scope of Supply

Under the Expansion Operation & Maintenance Agreement between KPJB and PLN, KPJB needs to procure Consumables to operate and maintain Tanjung Jati B Power Plant Unit 3&4. Therefore, contractor is requested to provide/supply of Chemicals for approximately one year by unit price contract.

2. Bidding Type

- Domestic open bidding under the qualification for participation in bidding.
- This bidding is conducted under one stage two cover bidding procedure which is separated into commercial & technical evaluation and price evaluation.

3. Requirement for Qualification of Bidder

Professional, competent, resourceful and experienced Agency/Company/Distributor which is able to provide of Chemicals for power plant supply.

4. Bid Closing Date and Time not later than: 10.00 WIB October 29, 2018.

5. Invitation to Bid (ITB) and Additional Information

- Invitation to Bid (ITB) document copy or soft file available in PT. KPJB; or
- Email : proc4@kpb.co.id; or procurement@kpb.co.id

6. Bid submission

Procurement Team (Finance & Administration Division)

ITB KPJB-NR-2017-0232 (Process Chemicals 2018)

PT. Komipo Pembangunan Jawa Bali (KPJB)

PLTU Tanjung Jati B Unit 3 & 4,

Desa Tubanan, Kecamatan Kembang,

Kabupaten Jepara, Jawa Tengah, Indonesia 59453

Tel : 0291-427-0491, Fax : 0291-427-0601

7. Procedure for Submission Bid Document

- Bid document shall be submitted in two separately sealed envelopes, one for priced quotation and another for unpriced bid document by registered mail or direct submission after KPJB security's check not later than **10.00 WIB October 29, 2018** addressed to Procurement Team, Finance & Administration Division PT. KPJB PLTU Tanjung Jati B Unit 3&4 Tubanan Jepara.
- Document title shall be marked in the envelope as **"ITB KPJB-NR-2018-0287 (Unit Price Contract Chemical 2019 for Special Chemical)"**



PLTU Tanjung Jati B Unit 3 & 4
Desa Tubanan Kecamatan Kembang
Kabupaten Jepara Jawa Tengah
Indonesia 59453
Tel: 0291-427-0530 Fax: 0291-427-0539

Time Schedule of Unit Price Contract Chemical 2019 for Special Chemical

Target dates	Description
Oct 10-16, 2018	✓ Public Notice for Bidding through internet (KPJB Website)
Oct 16 - 29, 2018	✓ Notify result of PQ evaluation and Clarification
Oct 29, 2018 10.00 WIB	✓ Submission of Bid document ✓ Receive Priced and Unpriced document
Oct 29, 2018	✓ Unpriced evaluation ✓ Notify result of Unpriced evaluation and Clarification
Oct 29, 2018	✓ Estimate Price by Station Manager ✓ Price opening ✓ Announce the 1st Negotiable bidder
Nov 1, 2018	✓ Contract Signing

INVITATION TO BID

for

Unit Price Contract Chemical 2019 for Special
Chemical

(ITB No: KPJB-2018-0287)

October 10, 2018

PT. Komipo Pembangunan Jawa Bali



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CHAPTER I

BID NOTICE

1. General Notice

1.1 General

1.1.1 Introduction

The Komipo Pembangkitan Jawa Bali (hereinafter referred to as "KPJB") duly organized by virtue of the law of the Republic of Indonesia and having its head office in Jepara, Indonesia, intends to purchase chemicals by long term contract to operate and maintain Tanjung Jati B Power Plant Unit 3 & 4.

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, the scope of supply, delivery schedule, 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.



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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

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. Applicants which can participate in this bidding shall meet all of the following requirements :
 - a. Professional, competent, resourceful and experienced Agency/Company/Distributor which is able to provide/supply of Chemicals (Detail list of chemicals as per Chapter III).
 - b. Domestic Professional company which participates in this bidding shall submit a copy of contract/purchase order confirming that the company has an experience in supplying of chemicals and submit submit the Application for the consumables and/or list to be provided 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. Submission Documents

- a. Unpriced quotation.
- b. Bid Bond from Bank / Surety bond with amount 3 % (three percent) from total price (including VAT) with validity until January 31, 2018.
- c. Certificate of Domicile / Sertifikat Domisili.
- d. Copy of Business license (SIUP).
- e. Copy TDP (Company's register).
- f. Copy of Tax ID (NPWP).
- g. Copy of Taxable Company Certificate (SPPKP).
- h. Copy of Deed of establishment (Akta Perusahaan).
- i. Copy of Work experience (Pengalaman kerja).

The contract price at least IDR 500.000.000,- (proved by PO, and must be attached as evidence) in one single contract.
- j. Tax Return Evidence of 2017 (SPT TAHUN 2017).
- k. Tax Payment Evidence (3 Months of June, July, August 2018).



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1.2.2 Application for Participation in Bidding

Applicants for this bidding shall meet all of the following requirements :

1. Closing date and time of application for participation in this bidding: **10.00 WIB October 29, 2018.**
2. Address for participating in this bidding to the address set forth in article 1.1.5.
3. Bid documents shall be prepared and submitted as stipulated in article 1.3.
4. Application for Participation and required form in this bidding (See article 4.2).
5. Security Deposit for bidding as stipulated in article 1.2.3.
6. 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. 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 bid 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 to bid upon receipt of the Performance Bond as stipulated on General Terms and Conditions. The Security Deposit of the bidder who has not been determined, 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 Renotification

In the event that there is no more than two (2) 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 renotification. 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 renotification.

1.3 Preparation of Bid

1.3.1 Contents of Bid Documents

The bid document shall be prepared respectively for using the Form of Bid as provided in Chapter IV, 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 : Priced document (Price Specifications Bid)
 - a. Bid Price (Format in accordance with ITB Bid Price Form).
2. Part II : Un-Priced document (Commercial and Technical Bid)



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, envelope for Part I and Part II shall be marked “**PRICED DOCUMENT**” and “**UN-PRICED DOCUMENT**” on the upper right. On the Upper left of each envelope shall be marked “ITB No: KPJB-NR-2018-0287, Unit Price Contract Chemical 2019 for Special Chemical (Company Name).”

1.3.3 Quantity of Bid Documents

The bidder shall provide the bid for each group in the following quantities:

1. Part I Bid for Price (Priced):
 - ★ One (1) original copy (Price data) and two (2) duplicate copies
2. Part II Commercial Information and Technical Specifications Bid (Unpriced):
 - ★ 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 IV. 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 of KPJB.

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 two (2) 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

- Contractors shall supply a chemical timely at any case. In case Contractor is not a Chemical manufacturer, it is required to submit an official Agreement authenticated, which stipulates Chemical Manufacturer's Guaranty about supporting in order Contractor not to fail in response of delivery request of KPJB.
- For the characteristic of Unit price Contract, actual chemical consumption can be more or less than the Estimated Amount indicated in Bidding process. Accordingly, acceptable range over the contract period shall be set as $\pm 50\%$ of Total Contract Price.
- Each chemical shall be delivered up to a place designated by KPJB within maximum one week from the Delivery Order and no matter when such a delivery place is changed, Contractors shall comply with the request at any time.
- As for inspection of quality and quantity of chemicals delivered, every inspection shall be done at the final destination at site, and Contractors shall submit a Quantity (weight or volume) and Quality (including concentration and specific gravity) Certificates (COA) issued by an authorized third party institute for each chemical at each Delivery.
- In regard to the delivery chemicals concentration, -5% deviation from the guideline can be accepted and the contract unit prices for such items will be adjusted based on that.
- Contractors shall provide pallet for chemicals that are not supplied by tank lorry (drum, pail and bag packaging) and empty drums must be taken back by contractors.
- Contractors shall provide expired date for chemicals with drum, pail and bag packaging and minimum expired period for these chemicals at least 1 year.
- Contractors have responsibility to the unloading process and use PPE during unloading process.
- Contractor shall provide sticker of MSDS, GHS label element, and NFPA rating in good condition for chemical with drum, pail and bag packaging. Bring spare of sticker in case damage at site during unloading.
- Contractor must bring MSDS for each delivery
- Contractor's driver must bring PPE in each delivery
- If during use chemical group 2 the result not applicable, KPJB will not request next Delivery Instruction. KPJB will make new contract with current supplier of chemical (Option 1, 3 or 4)



2.2 Scope of Supply

The scope of supply under the contract through this bidding is provided specifically in Chapter II and III.

2.3 Delivery Schedule

The delivery schedule under the contract through this bidding is based on Delivery Instruction, under Special Conditions, Article 2 – Terms of Delivery of Special terms and conditions.

2.4 Closing Date and Time for Receiving Bid document

The bid document shall be submitted not later than **10.00 WIB October 29, 2018**.

2.5 Bidding Type

1. This bidding is a domestic open bidding under the qualification for participation in bidding.
2. This bidding is conducted under **one stage two cover bidding procedure** which separates between commercial & technical evaluation and price evaluation.
3. 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 and each stage as required in the attached price lists of Chapter IV.

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 an item unit is not permitted.
2. The supply of chemicals 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. Unpriced Document 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 Unpriced Document Evaluation, KPJB will inform bidders who do not pass of their failure to meet requirements of the bid.
4. Bidders who pass the Unpriced Document Evaluation shall be subject to the Evaluation.
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 necessary). If the bidder

rejects KPJB's request for clarification, the bid document 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
 - ★ Delivery Schedule (how long delivery time is needed after issuing delivery instruction)
 - ★ Scope of supply and Technical Differences
 - ★ Brand and Model
 - ★ Quality Assurance of chemicals and relevant services
 - ★ 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 and its total cost for chemicals unit price.



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- ★ Evaluation will be made on the Group by Group base and all or none base in each group.
- ★ Cost impact amount resulting from change in the scope of chemicals supply, 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 same as address and attention of qualification.

CHAPTER II

TERMS AND CONDITIONS

1. General Terms and Conditions

These General Terms and Conditions (GTC) are applicable to the Purchase Order (P/O) placed by PT. KOMIPO PEMBANGKITAN JAWA BALI (PT. KPJB) for the purchase of Equipment and/or Services as specified in the P/O, to which PT. KPJB and Supplier shall be bound.

Article 1 – Definitions

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

- A. "PT. KPJB" means PT. KOMIPO PEMBANGKITAN JAWA BALI Which purchases the Equipment and/or Services hereunder, and which expression shall include its legal representatives, authorized agents, successors, and assignees.
- B. "Supplier" means the person, corporation, legal representatives and/or authorized agents that provide the Equipment and/or services under contract.
- C. "Contract" means the contract entered into by and between the parties, which concludes the P/O placed by PT. KPJB and acknowledged by Supplier for the purchases of the Equipment and/or services.
- D. "Party" means either PT. KPJB or Supplier as the case may be. "Parties" means both PT. KPJB and Supplier.
- E. "Equipment and/or services" means the machinery, components, parts, devices, appliances, apparatus, tools, goods and/or related services to be provided by the Supplier under contract.
- F. "Work" means all of the obligations and responsibilities to be performed by supplier hereunder, including the supply of the Equipment and/or services.
- G. "Local procurement" means procurement from the supplier in Indonesia.
- H. "Foreign procurement" means procurement from the supplier out of Indonesia

Article 2 – Effectiveness of the P/O

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

Article 3 – Contract Document and Language

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

3.2 All documents and communications hereunder shall be in Bilingual (English language and Bahasa Indonesia) or English language.

Article 4 – General Provisions



- 4.1 The trade terms shall be subject to INCOTERMS 2000 and its amendments, unless otherwise provided in the contract.
- 4.2 The number of days shall be calculated based on the actual calendar days including Saturdays, Sundays and official holidays in Indonesia, and if any specific day falls on Saturday, Sunday or a holiday, the day shall be postponed to the immediately following business day.
- 4.3 The Equipment and/or Services to be provided hereunder shall conform to the applicable laws, regulations, codes, standards and the specifications hereof. Supplier 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.
- 4.4 Supplier shall be fully responsible for the work performed by its Sub-supplier.
- 4.5 All fittings necessary to complete the Equipment shall be provided by Supplier at no additional charge beyond the price specified in the P/O. No additional payment for ancillary items shall be made unless such items and prices thereof have been authorized by PT. KPJB in the P/O.

Article 5 – Interpretation

In the event of any disagreement between the Parties with respect to the provisions of the Contract, the interpretation of PT. KPJB shall govern, until an arbitration award is rendered in accordance with Article 15.

Article 6 – Terms of Payment

- 6.1 The P/O price specified in the P/O is fixed and is not subject to price fluctuations.
- 6.2 The P/O price shall be paid by means of bank account transfer or telegraphic transfer (T/T) or irrevocable letter of credit (L/C), as agreed to between the Parties, to Supplier against the Supplier's presentations of certificate of delivery of equipment or certificate of completion of work for local procurement, or the following transport documents for the foreign procurement:
 - A. Commercial Invoice: one (1) original and three (3) copies.
 - B. Clean on Board Ocean Vessel Bill of Lading or Air Waybill consigned to PT. KPJB : one (1) full set of original and three (3) copies
 - C. Packing List : one (1) full set of original and three (3) copies
 - D. Certificate of Manufacturer's Final Inspection : one (1) original and three (3) copies
 - E. Certificate of Origin : one (1) original and three (3) copies
 - F. Freight Forwarder's Certificate of receipt : one (1) original and three (3) copies
 - G. Other documents as required by the P/O.
- 6.3 In case of T/T payment for foreign procurement, Supplier shall promptly send the transport documents listed above to PT. KPJB and the payment shall be made within thirty (30) days after the delivery date, unless otherwise provided herein.
- 6.4 In case L/C payment, Supplier shall submit the original copy of the transport documents listed above to the bank according to the L/C conditions and the copies of them shall be sent to PT. KPJB promptly. One (1) copy of the above documents shall be additionally enclosed in each package of the Equipment.
- 6.5 In case of Bank Account Transfer Payment for local procurement, the payment will be made by PT. KPJB within fourteen (14) days after invoice received by PT. KPJB after delivery or work completion.
- 6.6 Invoice document should have to be included with at least one (1) original and one (1) copy (invoice, receipt, tax invoice, P/O, delivery order) and one copy of NPWP and SPPKP (to be submitted to Accounting/Procurement team of KPJB).



6.7 Unless otherwise provided in the P/O, supplier shall bear any kind of banking charges and other expenses incurred in connection with the payment.

Article 7 – Delivery Terms and Shipment

7.1 Unless otherwise provided in the P/O, the delivery of the Equipment shall be effected hereunder in terms of Delivery to the designated place of the Power Plant site for local procurement, or FCA named place by PT. KPJB or a freight forwarder selected by PT. KPJB for the foreign procurement.

Supplier shall arrange shipment of the Equipment through PT. KPJB's freight Forwarder, if Supplier fails to do so and excess expenses are incurred to PT. KPJB thereby, he/she shall reimburse such expenses within thirty (30) days after PT. KPJB's request for payment.

7.2 Supplier shall notify PT. KPJB and the freight forwarder of delivery or shipping readiness by telefax or by any other official letter at the latest fifteen (15) days prior to readiness so that PT. KPJB may arrange the shipment and insurance coverage. Such notice shall include a port of loading, shipping items, total tonnage, cubic measurement, invoice amount and expected delivery date.

7.3 For foreign procurement, Supplier shall pack the Equipment in accordance with the best export-packing practices to prevent physical and environmental damage. Supplier shall be liable for any loss or damages caused by inadequate packing.

7.4 Any proper handling caution marks or instructions and the following information shall be durably marked on the surface of the package.

- A. Consignee (PT. KPJB) and Consigner (supplier Name)
- B. P/O No. and L/C No. (if applicable)
- C. Port of Export and Destination
- D. Item No. and Description specified in the P/O and Quantity
- E. Net and Gross Weight and Cubic Measurement
- F. Origin
- G. Caution Marks such as Fragile (if applicable)
- H. Material Safety Data Sheets (MSDS) and other related document for Hazardous material
- I. Other Markings as required.

7.5 Unless requested or approved by PT. KPJB, Supplier shall not deliver the Equipment early than one (1) month prior to the delivery schedule hereunder. In case of a breach thereof, PT. KPJB is entitled to delay the payment or claim interest to Supplier if already paid by L/C.

Article 8 – Liquidated Damages for Delayed Delivery

8.1 In the event that, for reasons attributable to Supplier and not excusable under Article 11, the delivery of any item of the Equipment is delayed beyond the delivery date provided in the P/O, Supplier shall pay liquidated damages to PT. KPJB, not as a penalty, in an amount of zero point one five (0.15) percent of total contract amount for each day of delay unless otherwise provided in the P/O. The liquidated damages shall not exceed ten (10) percent of the total P/O price.

8.2 PT. KPJB is entitled to deduct liquidated damages from any payment due supplier.

Article 9 – Performance Bond

9.1 Unless exempted by the P/O or approved by PT. KPJB, within twenty (20) days after the effective date of the P/O, Supplier shall establish a performance bond in favor of



PT. KPJB in a form of a bank guarantee, certified check or irrevocable clean credit in an amount not less than five (5) percent of the P/O price. The bond shall be valid until one (1) month after the expiry date of the warranty period or any extension thereof as provided in Article 10.

- 9.2** The bond shall be an absolute and unconditional guarantee and payable to PT. KPJB forthwith on PT. KPJB's simple demand of payment in the event that Supplier fails or refuses to promptly cure any default of its obligations hereunder.
- 9.3** A performance bond is not required on the following conditions
- Purchase Order amount is below U\$ 50,000 or its equivalent currencies

Article 10 – Warranty

- 10.1** Supplier shall warrant that the Equipment and/or Services provided hereunder are free from defect in design, materials, workmanship, packing, title and patent. This warranty shall remain valid until twelve (12) months after the actual delivery date.
- 10.2** Upon receipt of PT. KPJB's notice of any defect, Supplier shall promptly correct the defect by repair, replacement, modification and/or reperformance at its own cost including transportation charges, duties, labor costs and removal costs incurred by such correction.
- 10.3** In the event that PT. KPJB decides not to correct or partially correct the defect, Supplier shall refund an equitable amount to PT. KPJB through mutual agreement.
- 10.4** If supplier fails to correct the defect as provided herein, PT. KPJB may reject the defective Equipment and procure the similar equipment elsewhere. In such event, Supplier shall return the amount paid by PT. KPJB and be liable for any excess costs incurred by PT. KPJB for such procurement.
- 10.5** The warranty period for the Equipment or Services corrected shall be extended by twelve (12) months from the completion date of such correction.
- 10.6** The warranties provided herein are exclusive and no other warranties shall apply.

Article 11 – Liabilities

- 11.1** Supplier shall be liable to and indemnify PT.KPJB for any injuries to person or property and, at its own expense, defend and hold PT. KPJB harmless against and from any claims or court actions raised by a third party, arising in connection with the performance of the Contract, to the extent they are derived from any fault, negligence, omission or willful action of Supplier or Sub-supplier.
- 11.2** Supplier's total liability for all claims hereunder, except those based on the title and patent infringement, shall not exceed the total P/O price.
- 11.3** Supplier shall not be liable for consequential or indirect damages.

Article 12 – Quality Assurance and Inspection

- 12.1** Supplier shall maintain a quality assurance program and be responsible for the testing and inspection of the equipment, at its own cost, in accordance with the applicable codes and standards and the requirement hereunder. Supplier shall retain quality – related records for the minimum retention period as required by the applicable codes and standards.
- 12.2** Supplier's inspection of the Equipment is to be final, unless otherwise provided in the P/O. However, PT. KPJB reserves the right to inspect the Equipment and/or witness the testing upon reasonable advance notice to Supplier.
- 12.3** Supplier shall deliver the Equipment which has complied with testing and inspection and issue a duly signed certificate of inspection for the Equipment.

Article 13 – Taxes

- 13.1** 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.
- 13.2** 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 Work under this Contract except the taxes levied to the contractor by the laws of the Republic Indonesia and/or related regulations of the Republic Indonesia.
- 13.3** 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.
- 13.4** 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 14 – Force Majeure

- 14.1** Neither Party shall be responsible to the other Party for failure or delay to perform all or any part of the Contract due to force majeure events beyond the reasonable control and without the fault or negligence of the affected Party such as (i) acts of God (ii) acts of the government or the public enemy (iii) fires (iv) floods (v) epidemics (vi) quarantine restrictions (vii) freight embargoes (viii) strikes or (ix) unusually severe weather. In such event, the affected Party is entitled to such extension of time to fulfill its obligations as may be reasonably necessary in the circumstances as agreed to between the Parties.
- 14.2** The affected Party shall promptly notify in writing the other Party of occurrence of the force majeure event with the documents proving its occurrence.
- 14.3** If the Force Majeure event continues for sixty (60) days or more, then either party may terminate the Contract in whole or in part, and both parties shall settle outstanding liabilities, except for any claims of either party in connection with the termination.

Article 15 – Termination

- 15.1** PT. KPJB may terminate the contract, in whole or in part, if;
- A. The liquidated damages to be imposed under Article 8 aggregate to ten (10) percent of the total P/O price and work is not expected to be completed within the schedule hereunder; or
 - B. Supplier materially fails to perform any of its obligations hereunder and does not cure the default promptly.
- 15.2** In such event, PT. KPJB may procure similar equipment or services from another vendor and Supplier shall be liable to PT. KPJB for the excess costs incurred by such procurement.
- 15.3** The rights and remedies of PT. KPJB in this Article shall be in addition to any other rights and remedies hereunder.

Article 16 – Arbitration

All disputes, controversies or differences which may arise between the Parties, out of or in connection with the Contract, or for the breach thereof, shall be finally settled by arbitration in Jakarta, Indonesia in accordance with the Commercial Arbitration Rules of the Indonesian Commercial Arbitration Board and under the law of Republic of Indonesia.



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The award rendered by the arbitrator(s) shall be final and binding upon the Parties.

Article 17 – Governing Law

The contract shall be governed and interpreted by the laws of the Republic of Indonesia



2. Special Terms and Conditions

Article 1 – Terms of Payment

- 1.1 Invoicing is based on amount of delivered (related) general chemicals; and, it will be conducted once every end of each months. The payment will be made 14 days of invoice received date after delivery or completion
- 1.2 The price is Fixed within time period of 1st January 2019 – December 31st 2019

Article 2 –Terms of Delivery

- 2.1 Each chemical shall be delivered up to a place directed by KPJB within 1 week from Delivery Instruction (includes Verbal Request) and no matter when such a place is changed, Contractor shall comply with the request at any time.
- 2.2 As for inspection of quality and quantity of chemicals delivered, every inspection shall be done at the final destination at site, and Contractors shall submit a Quantity (weight or volume) and Quality (including concentration and specific gravity) Certificates (COA) issued by an authorized third party institute for each chemical at each Delivery.
- 2.3 Contractors have responsibility to the unloading process and use PPE during unloading process.
- 2.4 Contractor shall provide sticker of MSDS, GHS label element, and NFPA rating in good condition for chemical with drum, pail and bag packaging. Bring spare of sticker in case damage at site during unloading.
- 2.5 Contractor must bring MSDS for each delivery.
- 2.6 Contractor's driver must bring PPE in each delivery.
- 2.7 After delivery inspection for safety and neatness, contractor shall remove and take out all used chemicals packing.
- 2.8 The Safety symbol on bag, drum and pail must follow the Indonesian Government regulation from Ministry of Environment No. 03 year 2008 "Tata Cara Pemberian Simbol dan Label Bahan Berbahaya dan Beracun".

Article 3 –Scope of Supply

The scope of supply under the contract is provided specifically in Chapter II and II



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CHAPTER III

LIST OF CHEMICALS TO BE SUPPLIED

Special Chemicals (Group 2)

No.	Chemical	Brand (<i>Select one</i>)				
1.	Anionic Polymer	Benclean A-1730 or A-1100P	RA-160	N9901	PA245	PA331
2.	Cationic Polymer	CP-4920	RA-168	N9905	CP080	CP481
3.	Corrosion Inhibitor	Benclean CW 6111	Arrad 1610	Nalco Trac 109	Bulab 9079	Kurilex L- 111
4.	Biocide	Benclean CW 5311	Arrad 1683	Nalco 7330	Bulab 6057	Kurilex F- 5100



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CHAPTER IV FORMS

4.1 Bid Form

4.1.1 Priced Documents

BID PRICE

Special Chemicals (Group 2)

No	Name of chemicals	Assumption Quantity	Unit	Brand	Unit price (IDR/kg)	Total Amount(IDR)
1	Anionic polymer	6,000	Kg			
2	Cationic polymer	2,400	Kg			
3	Corrosion inhibitor	16,740	Kg			
4	Biocide	325	Kg			
Total Amount (VAT excluded)						IDR.

Terms and Conditions:

- Above prices are valid until 2 months.
- The price is included with the delivery cost, unloading equipment and tools, manpower and personal protective equipment.
- The delivery is one week after DI effective date.

[Month] ,[Date] ,2018
PT/CV/Firma
Stamp Duty Rp. 6000 Company stamp

(Clear Name)
Position



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4.1.2 Technical Specification Format

TECHNICAL SPECIFICATION FORMAT

Special Chemicals (Group 2)

No	Name of chemicals	Assumption Quantity (kg/ 1 year)	Unit	Brand	Delivery Time per Delivery Instruction (days)
1	Anionic Polymer	6,000	Kg		
2	Cationic Polymer	2,400	Kg		
3	Corrosion Inhibitor	16,740	Kg		
4	Biocide	325	Kg		

Terms and Conditions:

- Above prices are valid until 2 months.
- The price is included with the delivery cost, unloading equipment and tools, manpower and personal protective equipment.
- The delivery is one week after DI effective date.

[Month] ,[Date] ,2018
PT/CV/Firma
Stamp Duty Rp. 6000 Company stamp

(Clear Name)
Position