



Attachment 2

Public Notice for Procurement of 2019 Fuel Supply for Mobile Equipments

1. Scope of Supply

KPJB needs to procure 2019 Fuel Supply for Mobile Equipments to operate and maintain Tanjung Jati B Power Plant Unit 3&4. Therefore, contractor is requested to provide/supply Fuel Supply for Mobile Equipments.

2. Bidding Type

- Domestic open bidding to select each lowest priced supplier.
- This bidding is conducted under one stage two cover bidding procedure (1 envelope for unpriced document and 1 envelope for price document).

3. Requirement for Qualification of Bidder

- Professional, competent, resourceful and experienced Agency / Company / Distributor / Manufacturer which is able to 2017 Fuel Supply for Mobile Equipments.

4. Bid Closing Date and Time: 13.00 WIB December 6, 2018.

5. Invitation to Bid (ITB) and Additional Information

- Invitation to Bid (ITB) document copy or soft file is available in PT. KPJB;
- Email : rahma.prihastiwi@kpjb.co.id or procurement@kpjb.co.id; or
- Announcement in the website of KPJB : www.kpjb.co.id

6. Special Notices

According to the Invitation to Bid ("ITB") article 1.2 "Bidding Procedure" clause 1.2.1 "Submission Unpriced Document", the bidder is strictly requested to submit all of the required unpriced documents.

7. Bid submission

Finance & Administration Division,
PT. Komipo Pembangkitan 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

8. Procedure for Submission Bid Document

- Bid document shall be submitted in two separately sealed envelopes, one for priced quotation and another for unpriced document by registered mail or direct submission after KPJB security's check not later than the bid closing date and time.
- Document title shall be marked in the envelope as "**2019 Fuel Supply for Mobile Equipments**".



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

Attachment 1

Schedule of Procurement for 2019 Fuel Supply for Mobile Equipments

Target dates	Description
November 19, 2018	✓ Approval for Procurement Plan including ITB
November 29, 2018	✓ Anwidzing and bidding clarification
November 23 – December 6, 2018	✓ Public Notice for Bidding through KPJB website / local government bulletin board announcement.
December 6, 2018 (13.00 WIB)	✓ Bid document submission closing ✓ Receive bidding document and open unpriced bidding document
December 7, 2018	✓ Commercial price open and evaluation
December 7-10, 2018	✓ Negotiation with the 1st Negotiable Bidder ✓ Report the result of negotiation and issue purchase order

INVITATION TO BID

For Procurement of 2019 Fuel Supply for Mobile
Equipments

(KPJB-NR-2018-0306)

November 15, 2018

PT. Komipo Pembangkitan Jawa Bali



CONTENTS

CHAPTER I BID NOTICE

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.....	4
1.1.6	Nullification of Bid.....	4
1.1.7	Computation of Time.....	4
1.2	Bidding Procedure.....	5
1.2.1	Qualification of Bidder.....	5
1.2.2	Application for Participation in Bidding.....	6
1.2.3	Submission of Bid.....	6
1.2.4	Validity of Bid.....	6
1.2.5	Signature or Affixing a Seal.....	6
1.2.6	Decision on the first negotiable Bidder.....	6
1.2.7	Contract Negotiation and the Award of the Contract.....	6
1.2.8	Security Deposit for Bidding.....	7
2.	Special Notices.....	8
2.1	Requirement for Bid Price.....	8
2.1.1	Bid Currencies.....	8
2.1.2	Pricing Basis.....	8
2.1.3	Delivery Terms.....	8
2.1.4	Tax, Duties and Tariffs.....	8
2.2	Procedure and Criteria for Bid Evaluation.....	8
2.2.1	Procedure for Bid Evaluation.....	8
2.2.2	Criteria for Bid Evaluation.....	9
2.2.3	Notice Prior to Award.....	10

CHAPTER II TERMS AND CONDITIONS

2.1	General Terms and Conditions.....	11
	Article 1 – Definitions.....	11
	Article 2 – Effectiveness of the PO.....	11
	Article 3 – Contract Document and Language.....	12
	Article 4 – General Provisions.....	12
	Article 5 – Interpretation.....	12
	Article 6 – Terms of Payment.....	12
	Article 7 – Delivery Terms and Shipment.....	13
	Article 8 – Liquidated Damages for Delayed Delivery.....	14
	Article 9 – Performance Bond.....	14
	Article 10 – Warranty.....	15
	Article 11 – Liabilities.....	15
	Article 12 – Quality Assurance and Inspection.....	16
	Article 13 – Taxes.....	16
	Article 14– Force Majeure.....	16
	Article 15 – Termination.....	17
	Article 16 – Arbitration.....	17



PLTU Tanjung Jati B Unit 3 & 4
Desa Tubanan Kecamatan Kembang
Kabupaten Jepara Jawa Tengah
Indonesia59453
Tel: 0291-427-0491 Fax: 0291-427-0601

Article 17 – Governing Law.....	17
2.2. Special Terms and Conditions.....	18

CHAPTER III MATERIAL LIST AND SPECIFICATION

3.1. Material List and Specification.....	19
3.2. Special Requirement.....	19

CHAPTER IV FORMS

4.1 Bid Format.....	20
4.2 Power of Attorney.....	22



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 Fuel Supply for Mobile Equipments.

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.



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 is made by a person who does not submit a power of attorney by the time of bidding, or is not authorized;
- d. Bid which deviates from Article 1.2.5, Signature or Affixing a Seal;
- e. Bid which is submitted after the closing time for receiving bidders;
- f. Two or more bidders for the same item which are submitted by the same bidder for this bidding (except for alternatives, where permitted);
- g. Bid which does not contain the information and data required by this ITB;
- h. Bid which deviates from other essential requirements of the ITB as deemed by KPJB;

1.1.7 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.



1.2 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 Materials (Detail list of materials are specified in 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 materials and submit 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. Bid bond 3% of the total bid price including Value Added Tax (Jaminan Penawaran senilai 3% dari total penawaran termasuk PPN). Valid for 3 month after bid bond issued (berlaku selama 3 bulan setelah jaminan penawaran dikeluarkan)
 - b. Unpriced quotation
 - c. Copy of business license (copy SIUP).
 - d. Copy of domicile certificate (copy SITU/TDP).
 - e. Copy of tax ID (copy NPWP).
 - f. Copy of taxable company certificate (copy SPPKP).
 - g. Copy of deed establishment (copy Akta Perusahaan).
 - h. Copy of work experience (copy pengalaman kerja/kontrak).
 - i. Tax payment evidence period of July - August, 2018 (Bukti bayar PPN periode Juli - Agustus, 2018).
 - j. Diesel Light Oil "Solar" or as government policy for diesel engine that provide by PERTAMINA
 - k. Use standard of PERTAMINA for DIESEL light oil/SOLAR/B20 for industrial purpose
 - l. Have laboratories test of fuel in every delivery



- m. Fuel transporter must fulfill valid legality of industrial fuel agents as governments regulation proofing by Registration letter as industrial fuel agents (Pertamina and/or Government-ESDM),
- n. Permits letter for fuel transportation from Pertamina (Including the list of tank),
- o. Other permits that requested by government's regulation as legally fuel transporter agency (From Dishub Regarding Izin Pengangkutan Barang Berbahaya).
- p. Truck and Storage tanks must have certificate from metrology office (Tera Standarization).
- q. Storage Tank that mounted in truck must be sealed well and rust free (no contaminant(moisture, dirt, rust)) that include in fuel.
- r. Able to provide fuel approximately 280,000 liters in a years that will be delivery 5,000 liters or 10,000 liters as user request.
- s. Have ability to provide/deliver fuel maximum 24 hours after user request
- t. Must provide selling price letter that issue from PERTAMINA regularly (every 2 weeks or when there is fuel price adjustment announcement)
- u. During delivery the fule must be sealed by PERTAMINA to make sure the quality and the quantities of the fuel
- v. During refueling procees the supplier has responsibility to make sure tha the process are safe and supplier will bear all cost that effected by unsafe operation. And if the quality of fuel don't meet requirements and make equipment's damaged, supplier must bear all cost that required for repairing process.

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 : **13.00 WIB December 6, 2018.**
2. Address for participating in this bidding to the address set forth in article 1.1.5.

1.2.3 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 1.2.2. 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.

1.2.4 Validity of Bid

The bid, including the Price, shall be bound as a firm offer and valid unconditionally for a period of **one (1) month** 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.

1.2.5 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.

1.2.6 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.

1.2.7 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 KPJB's issuing the Purchase Order (P/O) and the contractor's confirmation signing on the P/O sheet within ten (10) days. 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. 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.

1.2.8 Security Deposit for Bidding

1. The Security Deposit for bidding shall **not be less than three 3 percent (3%)** 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.
 - 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 **3 (three) months** after bid closing date (until February 27, 2019).
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.



2. Special Notices

2.1 Requirement for Bid Price

2.1.1 Bid Currencies

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

2.1.2 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.

2.1.3 Delivery Terms

The bid price shall be quoted as delivery under **DDP (INCOTERMS 2000)**, unloaded at PLTU Tanjung Jati B Unit 3 & 4 Site start from January 1-December 31, 2019.

2.1.4 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.

2.2 Procedure and Criteria for Bid Evaluation

2.2.1 Procedure for Bid Evaluation

1. The bid evaluation will be conducted on the basis of one stage two cover bidding.
2. Any of the following bidders as a result 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.

2.2.2 Criteria for Bid Evaluation

2.2.2.1 General Criteria

1. In the preliminary evaluation, KPJB will evaluate as to whether the bid is included with deviations and exceptions not acceptable by KPJB, if any, the bid will not be acceptable.
2. In the Detailed Evaluation, KPJB will select the most advantageous bid by economic evaluation of the bid price and the relevant costs. In this regard, the evaluation factors shall be as provided in Article 2.2.2.2.

2.2.2.2 Bid Evaluation and Evaluation Factors

Major factors of bid evaluation are as follows:

1. Technical Evaluation
 - Completeness of bid requirement
 - Delivery Schedule of Equipment
 - Scope of work and Technical Differences
 - Acceptable Deviations and Exceptions to ITB's technical specifications
 - Other Required Matters
2. Commercial Evaluation
 - Deviations and Exceptions to GTC and STC
 - Other required Matters
3. Bid Price and Overall Economic Evaluation
 - Bid Price (to be evaluated by "**All or None base**")
 - Other required Matters

2.2.2.3 Bidding under the Re-notification

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 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.



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

2.3 Notice prior to Award

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

2.1 General Terms and Conditions

These General Terms and Conditions (GTC) are applicable to the Purchased Order (P/O) placed by PT. KOMIPO PEMBANGKITAN JAWA BALI (PT. KPJB) the purchase of Materials 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 and/or the Contract signed between PT. KPJB and supplier for the purchases of the Equipment and/or services. Hereinafter, “Contract “ is regarded as same as “Contract”.
- 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. “Supply” 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 Contract 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 supply for local procurement, or the following transport documents for the foreign procurement :
- A. Commercial Invoice: one (1) original and three (3) copies.
 - B. Certificate as required in the Contract
 - C. Other documents as required by the Contract.
- 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 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 (0.1) percent of total contract amount for each day of delay unless otherwise provided in the P/O. The liquidated damages shall not exceed five (5) percent of the total Contract 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 **\$ 20,000** 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 re-performance 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.
- 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

- 13.1 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.



13.2 The affected Party shall promptly notify in writing the other Party of occurrence of the force majeure event with the documents proving its occurrence.

13.3 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

14.1 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.

14.2 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.

14.3 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.

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.



2.2. Special Terms and Conditions

1. Provide the diesel Light Oil “Solar” for diesel engine provided by PERTAMINA.
2. Using the standard of PERTAMINA for Diesel Light Oil/SOLAR for industrial purpose.
3. Laboratories test of fuel in every delivery.
4. Fuel transporter shall fulfill the valid legality of industrial fuel agents as of the following governments regulations:
 - Registration certificate as industrial fuel agents,
 - Permits letter for fuel transportation,
 - Letter of Tera from metrology office,
 - Other permits requested by government regulation as legally fuel transporter agency.
5. Truck and Storage tanks shall have the following certificates:
 - Certificate issued by Pertamina
 - Tera standardization from metrology office for storage Tanks.
6. Storage tanks mounted on the truck should have to be sealed well and free from the rust therefore no contaminant (moisture, dirt, rust etc) mixed with the diesel fuel.
7. The supplier is able to provide fuel approximately 320.000 liters in a year (the delivery of the fuel will be requested for 5,000 liters in 5 days or as per user's request).
8. The supplier is able to provide/deliver fuel maximum 24 hours after the delivery instruction.
9. The supplier shall provide the selling price letter issued by PERTAMINA regularly (every 2 weeks or when announcements of fuel price adjustment).
10. During delivery the fuel truck must be sealed by PERTAMINA to make sure the quality and the quantities of the fuel.
11. During refueling process, the supplier is responsible to make sure that the process is safe and all of the cost effected by unsafe operation will borne by the supplier.
12. In case if in the future KPJB found that supplied fuel does not meet the requirements and impacted on the damaged equipments, all cost required for repairing process will be borne to the supplier.



CHAPTER III

Material List and Specifications

3.1 Material List and Specifications

No.	Qty	Unit	Details
1.	280.000	litters	Diesel fuel

3.2 Special Requirement

If in the case that the fuel is exhausted before new supply contract for 2019, the existing P/O will be extended by using the budget of 2019 until the new P/O issued by KPJB.



PLTU Tanjung Jati B Unit 3 & 4
Desa Tubanan Kecamatan Kembang
Kabupaten Jepara Jawa Tengah
Indonesia59453
Tel: 0291-427-0491 Fax: 0291-427-0601

B. Unprice Quotation

No.	Description	Qty
1.	Basic price from Pertamina for diesel fuel *)	280.000 litter
	Adjustment price (add 10%) **)	

Note:.

- *) The price of fuel will fluctuate depend on Pertamina price list. Pertamina will announce the fuel every 2 weeks. Fuel price base on quotation PT. Pertamina .
- **) Adjustment price is required to cover the fluctuation of fuel price due to currency exchange issue and worldwide fuel prices. Therefore, adjustment price (10% from fuel basic price) should added in the PO.

Place, [Month] [Date] [Year]

SIGN & COMPANY STAMP
DUTY STAMP / MATERAI 6000

Name
(Title)



PLTU Tanjung Jati B Unit 3 & 4
Desa Tubanan Kecamatan Kembang
Kabupaten Jepara Jawa Tengah
Indonesia59453
Tel: 0291-427-0491 Fax: 0291-427-0601

POWER OF ATTORNEY

I am [authorizing person], [position] of [company], a company duly organized and existing under the law Republic of Indonesia with its registered office at [address], hereby appoints [authorized person], [position], as representation of [company], in order to attending bidding process on [month, date, year] in the 2017 Fuel Supply for Mobile Equipments.

In testimony whereof I hereto signed this document on [month, date, year]

Authorizing by : [name]

[sign here with duty stamp (materai 6,000) and
company stamp]

Position Held : [position] of [company]

Authorized Person by : [name]

[sign here]

Position Held : [position] of [company]