



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 Housing Colony Engineering Design Consultancy Services
Bidding

SCHEDULE	DESCRIPTION
December 11-16, 2018	✓ Public Notice for Bidding through internet
December 17, 2018 09.00	✓ Aanwijzing (in KPJB meeting room)
December 21, 2018 12.00	✓ Submission of PQ document
December 26, 2018	✓ Finish to evaluate PQ
December 28, 2018	✓ Clarification / presentation (if needed)
December 31, 2018	✓ Notify result of PQ evaluation and Clarification
January 4, 2019	✓ Submission of Bid document (price quotation)
January 7, 2019	✓ Price opening ✓ Announce the 1st Negotiable bidder
January 8-10, 2019	✓ Issue PO or Contract



**Public Notice
for
Housing Colony Engineering Design Consultancy Services**

1. Scope of Supply

Under the Expansion Operation & Maintenance Agreement between KPJB and PLN, KPJB needs to procure Housing Colony Engineering Design Consultancy Services.

2. Bidding Type

- Domestic open bidding under the qualification for participation in bidding.
- This bidding is conducted under two 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 which is able to provide of Housing Colony Engineering Design Consultancy Services.

4. Aanwijzing: December 17, 2018 (09.00) in KPJB Meeting Room.

5. Preliminary Qualification Application Closing Date and Time : December 21, 2018.

6. Bid Closing Date and Time: January 4, 2019.

7. Invitation to Bid (ITB) and Additional Information

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

8. 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 : 0291-427-0539

INVITATION TO BID

for

**Housing Colony Engineering Design Consultancy
Services Bidding**

(ITB No : KPJB-NR-2018-0357)

December 6, 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 Housing Colony Engineering Design Consultancy Services to support the activity of 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.



1.1.5 Address

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

Procurement Team

Finance&Administration DivisionPT. KPJB

PLTU TanjungJati B Unit 3 & 4

DesaTubanan,KecamatanKembang,KabupatenJepara

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 1.3.11, 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 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 which is able to provideHousing Colony Engineering Design Consultancy Services.
 - b. Domestic Professionalcompany which participates in this bidding shall submit all unpriced required documents as specified in this ITB.
 - c. Any business entity on the PLN Black List is not allowed to participate in this Bidding.
2. Preliminary Qualification of Bidder
 - a. Companies which participate in this bidding shall submit the Application for Preliminary Qualification of Bidding.
3. **Below required document shall be submitted for the preliminary qualification of bidder**
 - a. Pre-Qualification Application Letter and company data information.
 - b. Unpriced Qualification Documents (Pre-Qualification Evaluation):
 1. Unprice Quotation.
 2. Bid Bond from Bank / Surety bond with amount 3 % (three percent) from total price (including VAT) with validity until April 30, 2019.
 3. Copy of business license (SIUP).
 4. Copy of domicile certificate (SITU/TDP).
 5. Copy of tax ID (NPWP).
 6. Copy of taxable company certificate (SPPKP).
 7. Copy of deed establishment (Akta Perusahaan).
 8. Copy of:
 - a. Copy SBU Jasa Perencana Konstruksi dan Izin Usaha Jasa Konstruksi Nasional.
 - b. Kualifikasi Badan Usaha Jas aKonstruksi: Minimum. Usaha Menengah
 - o Subkualifikasi : Minimum. M1
 - c. Klasifikasi Usaha : Perencanaan Arsitektur
 - o Subklasifikasi :
 - Jasa Desain Arsitektural
 - Jasa Desain Interior

d. Klasifikasi Usaha : PerencanaanRekayasa

o Subklasifikasi :

- Jasa Desain Rekayasa untuk Konstruksi Pondasi serta Struktur Bangunan
- Jasa Desain Rekayasa untuk Pekerjaan Mekanikal dan Elektrikal dalam Bangunan

e. Klasifikasi Usaha : Perencanaan Penataan Ruang

o Subklasifikasi :

- Jasa Perencanaan dan Perancangan Lingkungan Bangunan dan Lansekap

9. Copy Consultancy Service Provider Requirement of personnel (detail document to be submitted as per appendix 4 point 3).

Fotokopi Persyaratan Penyedia Jasa Konsultan Personel (detail dokumen yang akan diserahkan sesuai dengan lampiran 4 poin 3).

Note: Should have qualification as mention on document.

10. Portfolio for housing colony engineering consultant contract. Note: minimum 2 housing projects (detail document to be submitted as per appendix 4 point 4).

(Portofolio untuk kontrak konsultan *housing colony*). Note: minimum 2 *housing project* (detail dokumen yang akan diserahkan sesuai dengan lampiran 4 poin 4).

Housing engineering consultancy company or individual professionals with minimum 7 years experience in housing colony engineering design (Class 1A and 1B building classification).

Note: Should have qualification as mention on document.

11. Copy Tax payment evidence period July until September 2018.

Copy Bukti penerimaan Pajak / SSP periode Juli sampai September2018.

c. Basis of Submission Documents

- All Copies of Documents have to mark same as original by registered seal or authorized signatureand be clearly marked “**Pre-Qualification Application for Housing Colony Engineering Design Consultancy Services**” on the upper right of the envelope.

d. Application for Preliminary Qualification of Bidder shall be submitted to



the address and attention stipulated on Article 1.1.5.

e. Closing date of Preliminary Qualification: **12.00 December 21, 2018.**

4. Tenders which meet requirements for Preliminary Qualification shall be accepted by KPJB.
5. Companies which meet the requirements for Preliminary Qualification shall be nominated as an effective Bidder.

1.2.2 Application for Participation in Bidding (Price Quotation)

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

1. Closing date of application for participation in this bidding : **January 4, 2019.**
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. Other Documents requested by KPJB.

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 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.

1.2.4 Opening of Bid

Unless otherwise advised by KPJB, for Bid of Unpriced Qualification Document and price quotation will be opened immediately after receipt.

1.2.5 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: Un-Priced Qualification document (Commercial and Technical Bid)
2. Part II (after pass and qualified in PQ evaluation): Priced document
Bid Price (Format in accordance with ITB Bid Price Form).

1.3.2 Packaging Bid Documents

The bid document shall be packaged in two separate envelopes for two (2) stages;

- Stage 1, Unpriced Qualification Documents for Pre-Qualification, envelope for Part I shall be marked **“Pre-Qualification Application for Housing Colony Engineering Design Consultancy Services”**.
- Stage 2, the Price Bid shall be sealed without fail. The envelope shall be marked **“PRICED DOCUMENT”** on the upper right. On the upper left of each envelope shall be marked **“ITB No : KPJB – NR - 2018– 0357, Housing Colony Engineering Design Consultancy Services”**.

1.3.3 Quantity of Bid Documents

The bidder shall provide the bid in the following quantities:

1. Stage I (**Pre-Qualification**):
 - One (1) set Un-Priced Qualification document (Commercial and Technical Bid)
2. Stage II Bid for Price (**Priced**):
 - One (1) original (Price data) document

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 documents, 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

- Under the Expansion O&M Agreement between KPJB and PLN, KPJB intends to procure Housing Colony Engineering Design Consultancy Services.

2.2 Scope of Supply

Provide Housing Colony Engineering Design Consultancy Services.

2.3 Work Completion

The work completion: not later than 90 calendar days after PO effective date (as per attached schedule).

2.4 Closing Date and Time for Receiving Bid Price document

The bid document shall be submitted not later than **January 4, 2019**.

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 **two stage two cover bidding procedure**.
3. This bidding is conducted by negotiations.

2.6 Requirements for Bid Price

The bidder shall submit the bid price refer to the scope of services supply according to the requirements and conditions as stipulated by the ITB.

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.

2.7 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. Pre-qualification and;
 - b. Bid price evaluation.
2. Any of the following bidders as a result of the Preliminary Evaluation shall be excluded from the BidPrice Evaluation.
 - a. Bidders as specified in Article 1.1.6 and 1.2.1 of general notice of CHAPTER I
 - b. Bidders with thework 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. KPJB will evaluate the unpriced qualification documents and portfolio of work experience. For the suppliers who qualified for the unpriced qualification documents evaluation, if needed, KPJB will invite the suppliers for clarification or presentation.
4. After deciding the Preliminary Evaluation result, KPJB will inform bidders who do not pass of their failure to meet requirements of the bid.
5. Bidders who pass the Preliminary Evaluation shall be subject to the Evaluation of Bid Price (stage II).
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. Unpriced qualification documents
 - The supplier is strictly requested to submit all of the required unpriced documents. If any document not submitted by the supplier, we will regard that the supplier fails and we will not open the price quotation document (price evaluation).
 - Portfolio evaluation (by scoring).

The supplier should pass the score which will be determined by KPJB.
2. Bid Price

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

These General Terms and Conditions (GTC) are applicable to the Contract made 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 P/O 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 Company and Contractor signed the Contract, which constitutes the Contract between the Parties.

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 Bilingual (English language and Bahasa Indonesia) or 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 14 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.

6.4 Invoice document should have to be included with at least one (1) original and one (1) copy (invoice, receipt, tax invoice, Contract, delivery order) and one copy of NPWP and SPPKP (to be submitted to Accounting/Procurement team of KPJB).

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 percent (0.1%) 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 five (5) 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 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.
- 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.



APPENDIX I FORMS

1.1 Preliminary Qualification Form

1.1.1 Pre-Qualification Application Letter (STAGE I)

PRE-QUALIFICATION APPLICATION LETTER

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

The Applicant[Insert Name], through this letter is requesting participation in the Pre-Qualification Process for the selection of Housing Colony Engineering Design Consultancy Services for Tanjung Jati B Coal-Fired Power Plant Unit 3&4 in Central Java, Indonesia.

The Applicant hereby declares, in accordance with the Pre-Qualification Document that it:

- a. Authorizes KPJB to proceed with the due diligence necessary to verify the information presented by the Applicant in connection with the Pre-Qualification Process;
- b. Confirms the authenticity of the information presented by the Applicant in this Qualification Statement and others in connection with the Pre-Qualification Process;
- c. Has not participated in this Pre-qualification Process through another Applicant either directly or indirectly

The Applicant confirms that it accepts the Pre-Qualification criteria as stipulated in the Pre-Qualification Document dated December 18, 2018 in relation to the implementation of the project and waives any right to seek and obtain any court injunction or provisional measure against the government of Indonesia or KPJB or any other government authority involved in the implementation of the project to prevent or restrain the Pre-Qualification Process, the holding of a bidding, the award of any related contract or any proceedings related thereto.

Sincerely Yours,

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

(Clear Name)



PLTUTanjungJati B Unit 3 & 4
DesaTubananKecamatanKembang
KabupatenJeparaJawa Tengah
Indonesia59453
Tel: 0291-427-0530 Fax: 0291-427-0539

1.2 Bid Form (STAGE II)

1.2.1 Priced Documents

<COMPANY LOGO>

Bid Price (Format Sample)

No:

No	DESCRIPTION	QTY	UNIT	Unit Price (IDR)	Total Amount (IDR)
1	Housing Colony Engineering Design Consultancy Services	1	lot		
	TOTAL				
	VAT				
	GRAND TOTAL				

• NOTE:

- The price is included with the terms and conditions and requirement by KPJB.
- Service price includes Consultant remunerations, applicable tax, travel cost, accommodation cost, consumables for meeting material and engineering design reports.

[Month] ,[Date] ,2019

PT/CV/Firma
Stamp Duty Rp. 6000 Company stamp

(Clear Name)
Position



PLTUTanjungJati B Unit 3 & 4
DesaTubananKecamatanKembang
KabupatenJeparaJawa Tengah
Indonesia59453
Tel: 0291-427-0530 Fax: 0291-427-0539

1.2.2 Un-Priced Quotation format (including in Unpriced Qualification Document, stage I)

Unpriced Quotation

QUOTATION FORMAT

No :

No	DESCRIPTION	QTY	UNIT	Delivery Time
1	Housing Colony Engineering Design Consultancy Services (as per the attachment of terms and conditions by KPJB)	1	lot	Not later than 90 calendar days after PO effective date (as per attached schedule).

- NOTE:
 - The price is included with the terms and conditions and requirement by KPJB.
 - Service price includes Consultant remunerations, applicable tax, travel cost, accommodation cost, consumables for meeting material and engineering design reports.

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

(Clear Name)
Position

APPENDIX II

Consultancy Service Scope

1. The Consultancy Service scope is to generate engineering design of Housing Colony which generally requires as follows :

1. Design the housing buildings layout which is fit to the available land size.
2. Main structure reliability minimum 20 years.
3. Resistant to natural disasters and extreme weathers (earthquake, flood, heavy rain, strong wind, lightning hazard, extreme dry season, etc).
4. Preventing fire accident (using material which does not spread fire).
5. Having sufficient light, optimum temperature & air circulation (both natural and artificial), environmentally friendly (energy saving) and using non-hazard material.
6. Fulfill Jepara housing spatial requirements (Koefisien Dasar Bangunan/KDB, Koefisien Lantai Bangunan/KLB, Garis Sempadan Bangunan/GSB, Ruang Terbuka Hijau Pekarangan/RTHP, Daerah Hijau Bangunan/DHB, kecukupan ruang untuk transportasi danparkirkendaraan).
7. Preventing pest spread into building (termite, rat, mosquito, etc).
8. Safe, secure, and comfortable for the occupants.
9. Prevent the negative effect of housing colony existence to surrounding area or community.
10. Consultation related with construction management.

2. The Housing Colony engineering design shall include all construction technical aspects (civil, mechanical, electrical and water supply/ plumbing) which consists of :

1. Building architecture design.
2. Building structure design.
3. Common facility and utility design.
4. Landscape/ gardening, concrete fence and sanitation design (sewer channel and trash bin/ shelter)
5. Material requirement quantity and cost (land preparation, construction works and finishing based on Jepara prices, including transportation cost to Jepara).
6. Building furnishings design and cost (based on Jepara prices, including transportation cost to Jepara).
7. Housing Colony construction work period and cost (preparation, construction works and finishing based on Jepara prices, including transportation cost to Jepara).
8. Construction work supervision service cost.
9. Projected 12 years housing colony maintenance cost.



The housing colony engineering design shall be developed based on requirements as shown in Attachment 4.

The Consultant Team may propose building and common facility design adjustment from the basic design in order to comply regulations, building standards (SNI) and to conform to best design practice in building aesthetic, safety, security and comfort aspects

3. In general, the responsibilities of Consultant Team are as follows :

1. Ensuring engineering design shall be in accordance with the applicable building regulations, building standards, local building permits and consultant professional code of conduct.
2. Ensuring results of engineering design shall adapt expectation of User and the timing of work completion, cost and building quality.
3. Providing equipment, tools and consumables were needed to conduct the service by themselves.
4. Providing any transportation, accommodation and meal in order to conduct the service by themselves.
5. The housing colony engineering design result belongs to PT. KPJB. Therefore, Consultant Team shall not present and handover the design result to another party.

4. The Consultant should pay attention to principles as follows :

1. The building should be functional, efficient in maintenance, attractive but not excessive.
2. The design and construction works plan should be made in such a way that the housing colony construction works can be completed in a short time (maximum 12 months).

5. Consultancy Service Result

The Consultant shall submit engineering design reports as follows :

1. Complete building and housing common facility drawings :
 - 1.1. Detail Engineering Drawing (GambarKerja Detail)
 - 1.2. 2D Floor Design (DesainDenahLantai 2D)
 - 1.3. 3D Exterior Facade Design (DesainFasadEksterior 3D)
 - 1.4. 3D Interior Design (Desain Interior 3D)

The drawings shall meet the requirements of Jepara Building Construction Permit submission (IMB) including electrical installation, water supply/ plumbing and sewer



- channel. (Gambar tersebut harus memenuhi persyaratan mengajukan Ijin Mendirikan Bangunan di Jepara termasuk instalasi listrik, pipa air PDAM dan saluran air kotor).
2. Detail construction work plan and terms (Rencana Kerjadan Syarat-syarat / RKS).
 3. Work Volume (Bill of Quantity / BQ).
 4. Budget Plan (Rencana Anggaran Biaya / RAB).
 5. Structure Calculation Report (Laporan Perhitungan Struktur).
 6. Construction work supervision service cost (for 2 Phase of Construction Works).
 7. Projected 12 years housing colony maintenance cost.
 8. Consultation result of construction management.

Engineering design reports shall be prepared bilingual (English Language & Bahasa Indonesia). The hardcopy of reports shall be signed by all member of the Consultant Team.

The engineering design reports media shall be submitted in:

1. Hardcopy (5 set for each report).
2. Softcopy (in editable file).

Payment terms:

- Payment will be made within 14 working days after receiving work completion confirmed by PT. KPJB (after engineering design reports handover to KPJB) and complete invoice document.

APPENDIX III

Consultancy Service Period

No	Activity	Expected Period	1 st Month				2 nd Month				3 rd Month							
			I	II	III	IV	I	II	III	IV	I	II	III	IV				
1	1 st Consultation Meeting (with PT. KPJB's representatives)	Max.																
	1.1. Housing Colony basic design explanation	2 days																
	1.2. Gathering expectation of Housing Colony design & furnishings																	
2	Generating Housing Colony Pre - Design alternatives (min. 2 alternatives in 2D and 3D figure)	Max. 2 weeks																
	2.1. Building architecture pre - design (exterior & interior)																	
	2.2. Common facility pre - design (exterior & interior)																	
	2.3. Landscape/ gardening and sanitation pre - design																	
	2.4. Furnishings lay out pre - design																	
3	2 nd Consultation Meeting	Max. 2 days																
	3.1. Presentation of Housing Colony Pre - Design alternatives																	
	3.2. Determination of preferred Housing Colony pre - design by Board of Directors																	
	3.3. Consultation of pre - design 1 st revision (if any)																	
4	Generating Housing Colony Pre - Design 1 st revision	Max. 1 week																
5	3 rd Consultation Meeting	Max. 2 days																
	5.1. Presentation of Housing Colony Pre - Design 1 st revision																	
	5.2. Determination of preferred Housing Colony pre - design by Board of Directors																	
	5.3. Consultation of pre - design 2 nd revision (if any)																	
6	Generating Housing Colony Pre - Design 2 nd revision	Max. 1 week																
7	4 th Consultation Meeting	Max. 2 days																
	7.1. Presentation of Housing Colony Pre - Design 2 nd revision																	
	7.2. Determination of chosen Housing Colony pre - design by Board of Directors																	
8	Generating Housing Colony construction plan (for chosen Housing Colony pre - design)	Max. Max. 2.5 weeks																
	8.1. Generating detail building structure design including electrical installation, drinking water pipe and sewer channel																	
	8.2. Calculating required material quantity and cost (BQ)																	
	8.3. Calculating furnishings cost (BQ)																	
	8.4. Preparing construction works plan (period / RKS, cost / RAB)																	
	8.5. Calculating construction work supervision service cost																	
8.6. Calculating projected housing maintenance cost																		

No	Activity	Expected Period	1 st Month				2 nd Month				3 rd Month						
			I	II	III	IV	I	II	III	IV	I	II	III	IV			
9	5 th Consultation Meeting	Max.															
	9.1. Presentation of Housing Colony construction plan	2 days															
	9.2. Consultation of construction plan revision (if any)																
10	Generating Housing Colony construction plan revision	Max. 1 week															
11	6 th Consultation Meeting	Max.															
	11.1. Presentation of Housing Colony construction plan revision	2 days															
	11.2. Determination of Housing Colony construction plan by Board of Directors																
12	Finalizing the Housing Colony engineering design reports	Max. 1 week															
	12.1. Completed building and common facility Detail Engineering Drawing, 2D Floor Design, 3D Exterior Facade Design & 3D Interior Design																
	12.2. Detail construction work plan and terms (RKS)																
	12.3. Work Volume (BQ)																
	12.4. Budget Plan (RAB)																
	12.5. Construction work supervision service cost																
	12.6. Structure Calculation Report																
	12.7. Projected housing maintenance cost																
13	Submitting the Housing Colony engineering design reports (Hardcopy and editable Softcopy)	1 Day															

Note :

1. The activity sequence and period might be adjusted based on progress status but the overall period of consultancy service works is maximum 3 months.
2. Regarding Consultation Meetings, Consultant Team shall prepare the hardcopy material for the presentation.

APPENDIX IV

Consultancy Service Provider Requirement

A. Unpriced Qualification Document point 8

The consultancy service provider shall conform requirements as follows:

1. Housing engineering consultancy company or individual professionals with minimum 7 years experience in housing colony engineering design (Class 1A and 1B building classification).
2. The consultant hold valid permits as the housing engineering consultancy provider
 - 2.1. SBU Jasa Perencana Konstruksi dan Izin Usaha Jasa Konstruksi Nasional.
 - 2.2. Refer to government regulation Permen PU No. 8 Tahun 2011, required Consultant Classification is as follows (in Bahasa) :
 - Kualifikasi Badan Usaha Jasa Konstruksi : Minimum. Usaha Menengah
 - Subkualifikasi : Minimum. M1
 - Klasifikasi Usaha : PerencanaanArsitektur
Subklasifikasi :
 - Jasa Desain Arsitektural
 - Jasa Desain Interior
 - Klasifikasi Usaha : Perencanaan Rekayasa
Subklasifikasi :
 - Jasa Desain Rekayasa untuk Konstruksi Pondasi serta Struktur Bangunan
 - Jasa Desain Rekayasa untuk Pekerjaan Mekanikal dan Elektrikal dalam Bangunan
 - Klasifikasi Usaha : Perencanaan Penataan Ruang
Subklasifikasi :
 - Jasa Perencanaan dan Perancangan Lingkungan Bangunan dan Lansekap

3. The Consultant Team composition and competence is as follows :

No	Position	Amount	Competence
1	Team Leader	1	<ol style="list-style-type: none"> 1. Civil Engineering education (minimum bachelor degree). 2. Holder of Professional competence valid certificate of Intermediate Level Building Engineering Expert (Sertifikat Ahli Teknik Bangunan Gedung – Madya) which is issued by Construction Service Development Agency (Lembaga Pengembangan Jasa Konstruksi) or another relevant construction professional institute. 3. Minimum 7 years experience of housing colony engineering design (Class 1A and 1B building classification).
2	Architect Engineer	1	<ol style="list-style-type: none"> 1. Architect Engineering education (minimum baccalaureate degree / Diploma D3). 2. Holder of Professional competence valid certificate of Intermediate Level Building Architect Expert (Sertifikat Ahli Arsitek – Madya) which is issued by Construction Service Development Agency (Lembaga Pengembangan JasaKonstruksi) or another relevant construction professional institute. 3. Minimum 5 years experience of housing colony architecture design (Class 1A and 1B building classification).
3	Mechanical Engineer	1	<ol style="list-style-type: none"> 1. Mechanical Engineering education (minimum baccalaureate degree / Diploma D3). 2. Holder of Professional competence valid certificate of Beginner Level Mechanical Engineering Expert (Sertifikat Ahli Teknik Mekanikal – Muda) which is issued by Construction Service Development Agency (Lembaga Pengembangan Jasa Konstruksi) or another relevant construction professional institute 3. Minimum 3 years experience of housing colony mechanical design (Class 1A and 1B building classification).
4	Electrical Engineer	1	<ol style="list-style-type: none"> 1. Electrical Engineering education (minimum baccalaureate degree / Diploma D3). 2. Holder of Professional competence valid certificate of Beginner Level Electrical Engineering Expert (Sertifikat Ahli Teknik Tenaga Listrik – Muda) which is issued by Construction Service Development Agency (Lembaga Pengembangan Jasa Konstruksi) or another relevant construction professional institute

No	Position	Amount	Competence
			3. Minimum 3 years experience of housing colony electrical design (Class 1A and 1B building classification).
5	Drafters (Computerized Aided Design)	2	1. Engineering education (minimum baccalaureate degree / Diploma D3). 2. Minimum 3 years experience of housing colony computerized design drawing (Class 1A and 1B building classification).

The Consultant Team Leader and Member shall be dedicated to serve for this projects. If there is any change of Consultant Team composition, it shall be conducted by prior approval by KPJB User and the competence of replacement personnel shall be similar.

In order to keep the target of consultancy work period, The Consultant may increase the number of Consultant Team member but the service cost amount is remaining same.

4. Unpriced Qualification Document point 9

For required documents of *Housing Project Portfolio*, the supplier should submit minimum 2 *Housing Project*, the portfolio consists of:

1. Drawing sample of 2D House Floor Design (Contoh gambar Desain Denah Lantai Rumah 2D)
2. Drawing sample of 3D House Exterior Facade Design (Contoh gambar Desain Fasad Eksterior Rumah 3D)
3. Drawing sample of 3D House Interior Design (Contoh gambar Desain Interior Rumah 3D)
4. Drawing sample of Housing Environment & Landscape Design (Contoh gambar Desain Lingkungan Perumahan dan Lansekap)
5. Sample of Detail Engineering Drawing (DED)
6. Sample of Detail construction work plan and terms (Contoh Rencana Kerjadan Syarat-syarat / RKS).
7. Sample of Work Volume (Contoh Bill of Quantity / BQ).
8. Sample of Budget Plan (Contoh Rencana Anggaran Biaya / RAB).
9. Sample of Structure Calculation Report (Contoh Laporan Perhitungan Struktur).



APPENDIX V

Consultant Candidate Selection

1. The procurement is conducted through open bidding as follows:
 1. The bid evaluation will be conducted in two (2) steps:
 - I. Pre-qualification and;
 - II. Bid price evaluation.
 2. Any of the following bidders as a result of the Pre-qualification shall be excluded from the Bid Price Evaluation.
 - I. Bidders with the work schedule which KPJB cannot accept.
 - II. Bidders which can not satisfy the major technical requirements.
 3. Pre-qualification (Stage I)
KPJB will evaluate the unpriced qualification documents (permits and personel competence), portfolio of work experience and design sample. For the suppliers who qualified for the unpriced qualification documents evaluation, KPJB will invite the suppliers for presentation. The presentation will be evaluated by Housing Committee using the forms in Attachment 5.
 4. After deciding the Pre-qualification result, KPJB will inform bidders who do not pass of their failure to meet requirements of the bid.
 5. Bidders who pass the Pre-qualification evaluation shall be subjected to the Evaluation of Bid Price (stage II).
2. In order to ensure Consultant provides their best responsibility and effort in preparation of KPJB Housing Colony Engineering Design, the appointed housing design Consultant will be recommended as the Construction Works Supervision Consultant through direct appointment prior to construction works phase.



APPENDIX VI

Housing Colony Basic Design

1. Housing Administrative & Technical Requirements

Regarding compliance to Building Regulation (Act No. 28 Year 2002), the housing colony arrangements shall fulfill requirements as follows:

1. Administrative requirements: building construction permit (Ijin Mendirikan Bangunan) and building feasibility certificate (Sertifikat Layak Fungsi).
 2. Technical requirements :
 - 2.1. Safety : structure reliability, resistance to natural disasters and extreme weathers (earthquake, flood, heavy rain, strong wind, lightning hazard, extreme dry season, etc) and preventing fire accident (passive protection by using material which does not spread fire).
 - 2.2. Healthy: optimum air circulation, lighting, sanitation & non-hazard building material.
 - 2.3. Comfort & easiness: space, interrelation of space, access, facility completeness, prevent potency of noise & vibration.
2. During technical design, the buildings general arrangement might be readjusted following building regulations, construction standards (SNI) and Jepara building permits (Koefisien Dasar Bangunan / KDB, Koefisien Lantai Bangunan / KLB, Garis Sempadan Bangunan / GSB, Ruang Terbuka Hijau Pekarangan / RTHP, Daerah Hijau Bangunan / DHB, sufficient mobility and parking space).