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## Public Notice

### Procurement of Consumable Materials For Maintenance of C&I Facilities

1. **Scope of Supply**  
KPJB needs to procure Consumable Materials For Maintenance of C&I Facilities
2. **Bidding Type**
  - Domestic open bidding to select the lowest priced suppliers and evaluated by total price.
  - 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 provide Contract Helper
4. **Bid Closing Date and Time: 15.00 WIB April 19, 2020**
5. **Invitation to Bid (ITB) and Additional Information**
  - Invitation to Bid (ITB) document copy or soft file is available in website PT. KPJB ([www.kpjb.co.id](http://www.kpjb.co.id)); or
  - Email : [procurement@kpjb.co.id](mailto:procurement@kpjb.co.id) or [ikhsantogak@gmail.com](mailto:ikhsantogak@gmail.com)
6. **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
7. **Procedure for Submission Bid Document**
  - Document shall be submitted in a sealed envelope 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 **"Procurement of Consumable Materials For Maintenance of C&I Facilities"**



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## Schedule of Procurement of Consumable Materials For Maintenance of C&I Facilities

| Target dates                         | Description   |
|--------------------------------------|---|
| May 5, 2020                          | ✓ Approval for Procurement Plan including ITB   |
| May 6, 2020                          | ✓ Public Notice for Bidding through internet (KPJB website)/local government bulletin board announcement    |
| May 18, 2020<br><hr/><br>(13.00 WIB) | ✓ Bid document submission closing<br>✓ Receive bidding document and open bidding document                   |
| May 19, 2020<br><hr/><br><hr/>       | ✓ Negotiation with the 1st Negotiable Bidder<br>✓ Report the result of negotiation and issue purchase order |
| June 2020<br><hr/><br><hr/>          | ✓ Work Period of Contract   |

INVITATION TO BID

**Procurement of Consumable Materials For  
Maintenance of C&I Facilities**

KPJB-NR-2020-0057

May 5, 2020

**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 Consumable Materials For Maintenance of C&I Facilities at 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:



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

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:

1. Bid which is submitted by a person not qualified for participation in this bidding;
2. Bid which deviates from Article 1.2.2, Application for Participation in bidding;
3. Bid which is made by a person who does not submit a power of attorney by the time of bidding, or is not authorized;
4. Bid which deviates from Article 1.2.5, Signature or Affixing a Seal;
5. Bid which is submitted after the closing time for receiving bidders;
6. Two or more bidders for the same item which are submitted by the same bidder for this bidding (except for alternatives, where permitted);
7. Bid which does not contain the information and data required by this ITB;
8. 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 :



2. 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).
3. 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/or list to be provided by this bidding with the evidence document.
4. Any business entity on the PLN Black List is not allowed to participate in this Bidding.
5. Submission Documents
6. Unpriced Documents (Technical Specification)
7. Certificate of Domicile / Sertifikat Domisili.
8. Copy of Business license (SIUP).
9. Copy TDP (Company's register).
10. Copy of Tax ID (NPWP).
11. Copy of Taxable Company Certificate (SPPKP).
12. Copy of Deed of establishment (Akta Perusahaan).
13. Copy of Work experience (Pengalaman Kerja).
- 14. Tax Payment Evidence (January, February, March 2020).**
15. Supply experience evidence (PO or Contract copy).
- 16. Bid Bond from Bank / Surety bond with amount minimum 3% from total amount of quotation above IDR 500.000.000,- or its equivalent currencies.**

#### **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 **May 19, 2020 ; 15.00 WIB**
2. Address for participating in this bidding to the address set forth in article 1.1.5.

#### **1.2.3 Submission of Bid**

1. 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.

2. Quotation shall be submitted addressed to Procurement Team, F&A Division PT. KPJB PLTU Tanjung Jati B Unit 3&4 Tubanan, Jepara, in two sealed envelopes, one for priced quotation and another for unpriced quotation separately.

#### **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 **two (2) month** after the closing date for receiving the bid document with validity of bond at earliest until two (2) months after the expiration of validity of the bid proposal. 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 2 (two) 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.

## 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 2010)**, unloaded at PLTU Tanjung Jati B Unit 3 & 4 60 calendar days after PO effective date

#### 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 in 1 step.
2. Any of the following bidders as a result shall be excluded from the Detailed Evaluation Procedure for Bid Evaluation.
3. Bidders as specified in Article 1.1.6 and 1.2.1 of general notice of CHAPTER I
4. Bidders with a delivery schedule which KPJB cannot accept
5. Bidders which cannot satisfy the major technical requirements
6. Bidders with deviations and exceptions to the major contents of the ITB.
7. 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**

1. Major factors of bid evaluation are as follows:
2. Technical Evaluation
3. Completeness of bid requirement
4. Delivery Schedule of Equipment
5. Scope of work and Technical Differences
6. Acceptable Deviations and Exceptions to ITB's technical specifications
7. Other Required Matters
8. Commercial Evaluation
9. Deviations and Exceptions to GTC
10. Other required Matters
11. Bid Price and Overall Economic Evaluation
12. Bid Price will be evaluated under Estimate Price prepared by PT. KPJB and if there are no Bidders price below estimate price, re- notification will be applied.
13. Other required Matter
14. First priority, quotation will be evaluated by all or none base, except if no one supplier could submit for all items, Quotation will be evaluated through item by item base.

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

In the event that there is not less than 2 (two) 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.

### **2.3 Notice prior to Award**

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



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

**Procurement Team,**

**Finance & Administration Division**

**PT. KPJB PLTU Tanjung Jati B Unit 3 & 4**

Desa Tubanan Kecamatan Kembang Kabupaten Jepara  
Jawa Tengah Indonesia 59453



## CHAPTER II

### TERMS AND CONDITIONS

#### 1.1 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:

1. “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.
2. “Supplier” means the person, corporation, legal representatives and/or authorized agents that provide the Equipment and/or services under contract.
3. “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”.
4. “Party” means either PT. KPJB or Supplier as the case may be. “Parties” means both PT. KPJB and Supplier.
5. “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.
6. “Supply” means all of the obligations and responsibilities to be performed by supplier hereunder, including the supply of the Equipment and/or services.
7. “Local procurement” means procurement from the supplier in Indonesia.
8. “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**

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

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

1. The trade terms shall be subject to INCOTERMS 2000 and its amendments, unless otherwise provided in the contract.
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.
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. Supplier shall be fully responsible for the work performed by its Sub-supplier.
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**

1. The P/O price specified in the Contract is fixed and is not subject to price fluctuations.
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 :
  3. Commercial Invoice: one (1) original and three (3) copies.
  4. Clean on Board Ocean Vessel Bill of Lading or Air Waybill consigned to PT. KPJB : one (1) full set of original and three (3) copies
  5. Packing List : one (1) full set of original and three (3) copies
  6. Certificate of Origin : one (1) original and three (3) copies (if applicable)
  7. Certificate of Origin : one (1) original and three (3) copies (if applicable)
  8. Freight Forwarder's Certificate of receipt : one (1) original and three (3) copies
  9. Other documents as required by the Contract.
10. 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.
11. 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.
12. 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.
13. 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**

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.

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.
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.
4. Any proper handling caution marks or instructions and the following information shall be durably marked on the surface of the package.
5. Consignee (PT. KPJB) and Consigner (supplier Name)
6. Contract No. and L/C No. (if applicable)
7. Port of Export and Destination
8. Item No. and Description specified in the Contract and Quantity
9. Net and Gross Weight and Cubic Measurement
10. Origin
11. Caution Marks such as Fragile (if applicable)
12. Material Safety Data Sheets (MSDS) and other related document for Hazardous material.
13. Other Markings as required.
14. 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**

1. In the event that, for reasons attributable to Supplier and not excusable under Article 11, the delivery of any item of the Equipment is delayed beyond the



delivery date provided in the P/O, Supplier shall pay liquidated damages to PT. KPJB, not as a penalty, in an amount of zero point one five(0.15) percent of total contract amount for each day of delay unless otherwise provided in the P/O. The liquidated damages shall not exceed ten(10) percent of the total Contract price.

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

#### **Article 9 – Performance Bond**

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 ten (10) 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.
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.
3. A performance bond is not required on the following conditions
4. Purchase Order amount is below **\$ 20,000** or its equivalent currencies

#### **Article 10 – Warranty**

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.
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.
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.



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.
5. The warranty period for the Equipment or Services corrected shall be extended by twelve (12) months from the completion date of such correction.
6. The warranties provided herein are exclusive and no other warranties shall apply.

#### **Article 11 – Liabilities**

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.
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.
3. Supplier shall not be liable for consequential or indirect damages.

#### **Article 12 – Quality Assurance and Inspection**

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.
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.
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 – Force Majeure**

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.

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.
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 14 – Termination**

1. PT. KPJB may terminate the contract, in whole or in part, if;
2. 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
3. Supplier materially fails to perform any of its obligations hereunder and does not cure the default promptly.
4. 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.
5. The rights and remedies of PT. KPJB in this Article shall be in addition to any other rights and remedies hereunder.

#### **Article 15 – 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 16 – Governing Law**

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