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## Public Notice

### Hood Cover and Frame Support for Conveyor CV 101 A&B

1. **Scope of Supply**  
Hood Cover and Frame Support for Conveyor CV 101 A&B.
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 unprice document, administration requirements and technical requirements and 1 envelope of price document for the vendor who can pass the qualification).
3. Bid Closing date and Time: 11:00 WIB **October 22, 2020** .
4. **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 : [proc4@kpjb.co.id](mailto:proc4@kpjb.co.id) or [ikhsantogak@gmail.com](mailto:ikhsantogak@gmail.com)
5. **Bid submission**  
*Finance & Administration Division (KPJB-2020-0375*  
**PT. Komipo Pembangunan Jawa Bali (KPJB)**  
PLTU Tanjung Jati B Unit 3 & 4,  
Desa Tubanan, Kecamatan Kembang,  
Kabupaten Jepara, Jawa Tengah, Indonesia 59453  
Tel : 0291-427-0491, Fax : 0291-427-0601
6. **Procedure for Submission Bid Document**
  - The bidding 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 "Hood Cover and Frame Support for Conveyor CV 101 A&B."



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

### **Bidding Schedule of Hood Cover and Frame Support for Conveyor CV 101 A&B**

<b>Target dates</b>	<b>Description</b>
October 5, 2020	✓ Approval for Procurement Plan including ITB
October 5, 2020	✓ Public Notice for Bidding through KPJB website ( <a href="http://www.kpjb.co.id">www.kpjb.co.id</a> )
October 22, 2020 (11.00 WIB)	✓ Bidding document submission closing
October 22, 2020	✓ Open bidding document

# INVITATION TO BID

**Hood Cover and Frame Support for Conveyor CV 101 A&B**

KPJB-2020-0375

September 29, 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 on behalf of PT. PLN intends to purchase Hood Cover and Frame Support for Conveyor CV 101 A&B.

In this regard, KPJB on behalf of PT. PLN 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 and/or Bahasa Indonesia. The bid document, technical specifications and related documents shall be written in English and/or Bahasa Indonesia. Bid documents which are written in other languages will not be accepted by KPJB on behalf of PT. PLN.

### **1.1.5 Address**

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

Procurement Team (KPJB-2020-0375)

Finance & Administration Division PT. KPJB

PLTU Tanjung Jati B Unit 3 & 4

Desa Tubanan, Kecamatan Kembang, Kabupaten Jepara

Jawa Tengah, Indonesia 59453

### **1.1.6 Nullification of Bid**

The following bids shall become nullified:

- a. Bid which is submitted by a person not qualified for participation in this bidding;
- b. Bid which deviates from Article 1.2.2, Application for Participation in bidding;
- c. Bid which is made by a person who does not submit a power of attorney by the time of bidding, or is not authorized;
- d. Bid which deviates from Article 1.2.5, Signature or Affixing a Seal;
- e. Bid which is submitted after the closing time to PT. KPJB;
- f. Two or more bidders for the same item which are submitted by the same bidder for this bidding (except for alternatives, where permitted);
- g. Bid which does not contain the information and data required by this ITB;
- h. Bid which deviates from other essential requirements of the ITB as deemed by KPJB;

### **1.1.7 Computation of Time**

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

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

## **1.2 Bidding Procedure**

### **1.2.1 Qualification of Bidder**

1. Applicants which can participate in this bidding shall meet all of the following requirements :

- a. Domestic Professional company which participates in this bidding shall submit a copy of contract/purchase order confirming that the company has an experience in supplying of materials and submit the consumables and/or list to be provided by this bidding with the evidence document.
- b. Any business entity in the PLN Black List is not allowed to participate in this Bidding.

## 2. Unpriced Documents Requirement (Unpriced Documents Envelope)

1. Copy of business license (SIUP/BKPM-PMA)
2. Copy of domicile certificate (SITU)
3. Copy of company registration certificate (TDP or NIB)
4. Copy of tax ID (NPWP)
5. Copy of taxable company certificate (SPPKP)
6. Copy of deed establishment (Akta Perusahaan)
7. Original Unprice Quotation
8. Original Bid bond minimum 3% from Price Quotation (including VAT) with the validity until **January 31, 2021**.
  - Bid bond should be issued by Bank based on DPJT list and format issued by PLN
  - Beneficiary of Bid bond to:  
PT. Perusahaan Listrik Negara (Persero) UIK Tanjung Jati B  
Desa Tubanan, Kecamatan Kembang, Jepara
9. Copy of work experience “supplying conveyor belt” for contract amount minimum IDR 900.000.000 – submitting the copy of the contract or PO, complete with information of PIC and contact number for confirmation purposes
10. Copy of work experience “steel cord belt scanning service”– submitting the copy of the contract or PO, complete with information of PIC and contact number for confirmation purposes
11. Copy pembayaran pajak SSP (PPN) 3 bulan terakhir atau periode: May, June, Juli 2020 (*Copy of last 3 month payment tax or period of: May, June, July 2020*)
12. Copy SPT tahunan year 2019
13. Copy of financial report audited by public accountant (Kantor Akuntan Publik) minimum year 2018

### **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: **11.00 WIB October 22, 2020.**
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 by hand or by mail / pos 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 sealed envelopes for priced quotation and 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 **three (3) 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.

### **1.2.5 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**

KPJB on behalf of PT. PLN will decide as the first lower 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 on behalf of PT. PLN shall have the right to open the contract negotiations including the contract price with the first lower 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 on behalf of PT. PLN 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 seven (7) calendar 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.

## **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 Site not later than 90 calendar days after P/O 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.
  - a. Bidders as specified in Article 1.1.6 and 1.2.1 of general notice of CHAPTER I
  - b. Bidders with a delivery schedule which KPJB can not accept
  - c. Bidders which cannot satisfy the major technical requirements
  - d. Bidders with deviations and exceptions to the major contents of the ITB.
3. After conducting the Preliminary Evaluation, KPJB will inform bidders who do not pass of their failure to meet requirements of the bid.

### **2.2.2 Criteria for Bid Evaluation**

#### **2.2.2.1 General Criteria**

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

#### **2.2.2.2 Bid Evaluation and Evaluation Factors**

Major factors of bid evaluation are as follows:

1. Technical Evaluation

- Completeness of bid requirement
  - Delivery Schedule of Equipment
  - Scope of work and Technical Differences
  - Acceptable Deviations and Exceptions to ITB's technical specifications
  - Other Required Matters
2. Commercial Evaluation
- Deviations and Exceptions to GTC and STC
  - Other required Matters
3. Bid Price and Overall Economic Evaluation
- Bid Price will be evaluated under Estimate Price prepared by PT. KPJB on behalf of PT. PLN and if there are no Bidders price below estimate price, Bidding under re- notification will be applied.
  - Other required Matter

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

In the event that there is no more than two (2) supplier that submit the bidding documents or no qualified bids or KPJB can not 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**

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

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



## CHAPTER II

### TERMS AND CONDITIONS

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

#### **Article 1 – Definitions**

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

“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.

“Supplier” means the person, corporation, legal representatives and/or authorized agents that provide the Equipment and/or services under contract.

“Contract” means the contract entered into by and between the parties, which concludes the P/O placed by PT. KPJB and acknowledged by Supplier for the purchases of the Equipment and/or services.

“Party” means either PT. KPJB or Supplier as the case may be. “Parties” means both PT. KPJB and Supplier.

“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.

“Work” means all of the obligations and responsibilities to be performed by supplier hereunder, including the supply of the Equipment and/or services.

“Local procurement” means procurement from the supplier in Indonesia.

“Foreign procurement” means procurement from the supplier out of Indonesia

“PO Effective date” means the date of supplier starting to fulfill their obligation to deliver the Goods or Completion of Work

“Good Receive Form” means Form of completion and acceptance delivery at Warehouse PT KPJB and approved by KPJB and PT. Perusahaan Listrik Negara (Persero) UIK Tanjung Jati B

“Work Completion” means Supplier complete delivery or service as stated in PO

“Warranty Period” means Period of warranty (at least 12 months) after work completion.

## **Article 2 – Effectiveness of the P/O**

PO effective date is 7 (seven) days after PT. Perusahaan Listrik Negara (Persero) UIK Tanjung Jati B approval date.

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

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

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

## **Article 4 – General Provisions**

**4.1** The trade terms shall be subject to INCOTERMS 2010 and its amendments, unless otherwise provided in the contract.

**4.2** The number of days shall be calculated based on the actual calendar days including Saturdays, Sundays and official holidays in Indonesia, and if any specific day falls on Saturday, Sunday or a holiday, the day shall be postponed to the immediately following business day.

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

**4.4** Supplier shall be fully responsible for the work performed by its Sub-supplier.

**4.5** All fittings necessary to complete the Equipment shall be provided by Supplier at no additional charge beyond the price specified in the P/O. No additional payment for ancillary items shall be made unless such items and prices thereof have been authorized by PT. KPJB in the P/O.

## **Article 5 – Interpretation**

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

## **Article 6 – Terms of Payment**

**6.1** The P/O price specified in the P/O is fixed and is not subject to price fluctuations.

**6.2** The P/O price shall be paid by means of bank account transfer or telegraphic transfer (T/T) or irrevocable letter of credit (L/C), as agreed to between the Parties, to Supplier against the Supplier's presentations of certificate of delivery of equipment or certificate of

completion of work for local procurement, or the following transport documents:

6.2.1 For the foreign procurement:

- A. Commercial Invoice: one (1) original and three (3) copies.
- B. Clean on Board Ocean Vessel Bill of Lading or Air Waybill consigned to PT. KPJB : one (1) full set of original and three (3) copies
- C. Packing List : one (1) full set of original and three (3) copies
- D. Certificate of Manufacturer's Final Inspection : one (1) original and three (3) copies; or **(Not applicable)**
- E. Certificate of Origin : one (1) original and three (3) copies; **(Not applicable)**
- F. Freight Forwarder's Certificate of receipt : one (1) original and three (3) copies
- G. Other documents as required by the P/O.

6.2.2 For the local procurement :

- A. Commercial Invoice: one (1) original and three (3) copies.
- B. Packing List : one (1) full set of original and three (3) copies (Delivery Order)
- C. Certificate of Manufacturer's Final Inspection : one (1) original and three (3) copies; **or**
- D. Certificate of Origin : one (1) original and three (3) copies
- E. Warranty Letter that state: The material is genuine, no defect, new and can be used properly
- F. Other documents as required by the P/O.

**6.3 Payment**

For PO with total amount over IDR 300.000.000 or U\$ 30.000 or its equivalent currencies, the payment will be paid by PT. Perusahaan Listrik Negara (Persero) UIK Tanjung Jati B directly to Supplier within 30 (thirty) working days and for PO with total amount under IDR 300.000.000 or U\$ 30.000 or its equivalent currencies, the payment will be paid by PT KPJB directly to Supplier within 30 (thirty) working days.

**6.4** In case of T/T payment for all 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 complete and correct invoice accepted by KPJB and PT. PERUSAHAAN LISTRIK NEGARA (PERSERO) UIK TANJUNG JATI B (Invoice, Good receive form, MOV, BAPP and Amendment (if any)), unless otherwise provided herein.

**6.5** In case L/C payment, Supplier shall submit the original copy of the transport documents listed above to the bank according to the L/C conditions and the copies of them shall be sent to PT. KPJB promptly. One (1) copy of the above documents shall be additionally enclosed in each package of the Equipment.

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

**Article 7 – Delivery Terms and Shipment**

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

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

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

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

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

Consignee (PT. KPJB) and Consigner (supplier Name)

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

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

### **Article 8 – Liquidated Damages for Delayed Delivery (Penalty)**

**8.1** In the event that, for reasons attributable to Supplier and not excusable under Article 11, the delivery of any item of the Equipment is delayed beyond the delivery date provided in the P/O, Supplier shall pay liquidated damages to PT. KPJB, in an amount of zero point one (0.1) percent of total contract amount for each day of delay unless otherwise provided in the P/O. The liquidated damages shall not exceed five (5) percent of the total P/O price.

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

### **Article 9 – Performance Bond**

**9.1** Within 14 (fourteen) days after Appointment Letter approved by PT. Perusahaan Listrik Negara (Persero) UIK Tanjung Jati B, Supplier shall establish a performance bond in favor of PT. Perusahaan Listrik Negara (Persero) UIK Tanjung Jati B in a form of a bank guarantee in an amount minimum 5 (five) percent of the P/O amount including VAT. The bond shall be valid until 1 (one) month after the date of warranty period.

**9.2** The bond shall be an absolute and unconditional guarantee and payable to PT. Perusahaan Listrik Negara (Persero) UIK Tanjung Jati B forthwith on PT. Perusahaan Listrik Negara (Persero) UIK Tanjung Jati B's simple demand of payment in the event that Supplier fails or refuses to promptly cure any default of its obligations hereunder.

**9.3** A performance bond is not required if the amount of Purchase Order is below IDR 500,000,000 or its equivalent currencies

### **Article 10 – Warranty**

**10.1** Supplier shall warrant that the Equipment and/or Services provided hereunder are free from defect in design, materials, workmanship, packing, title and patent. This warranty shall remain valid until **12 months** after the actual delivery date.

**10.2** Supplier shall submit the statement/guarantee letter to declare that the materials are new, genuine, free from defect inside of the material, workmanship, packing, title and patent.

**10.3** Upon receipt of PT. KPJB's notice of any defect, Supplier shall promptly correct the defect by repair, replacement, modification and/or reperformance at its own cost including transportation charges, duties, labor costs and removal costs incurred by such correction.

**10.4** In the event that PT. KPJB decides not to correct or partially correct the defect, Supplier shall refund an equitable amount to PT. KPJB through mutual agreement.

**10.5** If supplier fails to correct the defect as provided herein, PT. KPJB may reject the defective Equipment and procure the similar equipment elsewhere. In such event, Supplier shall return the amount paid by PT. KPJB and be liable for any excess costs incurred by PT. KPJB for such procurement.





**10.6** The warranty period for the Equipment or Services corrected shall be extended by twelve (12) months from the completion date of such correction.

**10.7** The warranties provided herein are exclusive and no other warranties shall apply.

**Article 11 – Liabilities**

**11.1** Supplier shall be liable to and indemnify PT.KPJB for any injuries to person or property and, at its own expense, defend and hold PT. KPJB harmless against and from any claims or court actions raised by a third party, arising in connection with the performance of the Contract, to the extent they are derived from any fault, negligence, omission or willful action of Supplier or Sub-supplier.

**11.2** Supplier's total liability for all claims hereunder, except those based on the title and patent infringement, shall not exceed the total P/O price.

**11.3** Supplier shall not be liable for consequential or indirect damages.

**Article 12 – Quality Assurance and Inspection**

**12.1** Supplier shall maintain a quality assurance program and be responsible for the testing and inspection of the equipment, at its own cost, in accordance with the applicable codes and standards and the requirement hereunder. Supplier shall retain quality – related records for the minimum retention period as required by the applicable codes and standards.

**12.2** Supplier's inspection of the Equipment is to be final, unless otherwise provided in the P/O. However, PT. KPJB and PT. Perusahaan Listrik Negara (Persero) UIK Tanjung Jati B reserves the right to inspect the Equipment and/or witness the testing upon reasonable advance notice to Supplier.

**12.3** Supplier shall deliver the Equipment which has complied with testing and inspection and issue a duly signed certificate of inspection for the Equipment.

**Article 13 – Taxes**

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

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

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

#### **Article 14 – Force Majeure**

**14.1** Neither Party shall be responsible to the other Party for failure or delay to perform all or any part of the Contract due to force majeure events beyond the reasonable control and without the fault or negligence of the affected Party such as (i) acts of God (ii) acts of the government or the public enemy (iii) fires (iv) floods (v) epidemics (vi) quarantine restrictions (vii) freight embargoes (viii) strikes or (ix) unusually severe weather. In such event, the affected Party is entitled to such extension of time to fulfill its obligations as may be reasonably necessary in the circumstances as agreed to between the Parties.

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

**14.3** If the Force Majeure event continues for sixty (60) days or more, then either party may terminate the Contract in whole or in part, and both parties shall settle outstanding liabilities, except for any claims of either party in connection with the termination.

#### **Article 15 – Termination**

**15.1** PT. KPJB may terminate the contract, in whole or in part, if;

The liquidated damages to be imposed under Article 8 aggregate to five (5) percent of the total P/O price and work is not expected to be completed within the schedule hereunder; or Supplier fails to perform any of its obligations; or

**15.2** In such event, PT. KPJB may procure similar equipment or services from another vendor and Supplier shall be liable to PT. KPJB for the excess costs incurred by such procurement.

**15.3** The rights and remedies of PT. KPJB in this Article shall be in addition to any other rights and remedies hereunder.

#### **Article 16 – Arbitration**

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

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

#### **Article 17 – Governing Law**

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

## CHAPTER III

### Material List

#### 1. Material List

Item No	Item Code	Description	Quantity	
			Order	Unit
1	213763	FRAME,ROLLER,CONVEYOR, FRAME F558S-M0401-14-02, HOLDDOWN ASSY;CLAMP PLATE;BOLTS M10X35 AND NUTS M10 SUS 304,WASHER 10, L SUPPORT 380X60X8;U SHAPPED BOLT SUS 304 155x102±1, NUTS M12, LENGTH SCREW 30	2,664	SET
2	203210	COVER,PLATE, CONVEYOR-FIXED HOOD COVER, DRAWING NO. F558S-M0401-14-01, FIBERGLASS WITH UV PROTECTION, 3MM THICKNESS, 930MM WIDTH, 1832MM LENGTH, FOR BELT WIDTH 1400MM	1,330	PC
3	207680	SUPPLY Z-SHAPED PLATE (PLATE PROFIL Z), LENGTH 2000MM, PLATE THICKNESS 3MM	1,104	PC

## CHAPTER IV FORMS

### 4.1 Bid Format

#### Bid Price Format No:

Item No	Item Code	Description	Quantity		Price (IDR)	
			Order	Unit	Unit Price	Total
1	213763	FRAME,ROLLER,CONVEYOR, FRAME F558S-M0401-14-02, HOLDOWN ASSY;CLAMP PLATE;BOLTS M10X35 AND NUTS M10 SUS 304,WASHER 10, L SUPPORT 380X60X8;U SHAPPED BOLT SUS 304 155x102±1, NUTS M12, LENGTH SCREW 30	2,664	SET		
2	203210	COVER,PLATE, CONVEYOR-FIXED HOOD COVER, DRAWING NO. F558S-M0401-14-01, FIBERGLASS WITH UV PROTECTION, 3MM THICKNESS, 930MM WIDTH, 1832MM LENGTH, FOR BELT WIDTH 1400MM	1,330	PC		
3	207680	SUPPLY Z-SHAPED PLATE (PLATE PROFIL Z), LENGTH 2000MM, PLATE THICKNESS 3MM	1,104	PC		
		Sub Total				
		VAT (10%)				
		Total Amount				

Note:

1. Original Certificate will be provided:
2. Please made the payment through:
  - Bank Name ( and branch):
  - Bank Address:
  - Account Number:
  - Account Name:
  - Director Name:
3. The above prices are included delivery cost to warehouse of PT. KPJB.
4. Payment will be made by Telegraphic Transfer (T/T) within thirty (30) days after complete invoice received, attached with delivery or work completion report (GRF and MOV) by PT. KPJB and PT. PLN.
5. The warranty letter that states "spare part is new, genuine, no defect and can be used properly" should be submitted at the time of delivery.

Place, [Month] [Date] [Year]  
SIGN & COMPANY  
STAMP  
DUTY STAMP /  
MATERAI 6000  
Name  
(Title)



**Unpriced Format**

**No:**

Item No	Item Code	Description	Quantity		Delivery Time
			Order	Unit	
1	213763	FRAME,ROLLER,CONVEYOR, FRAME F558S-M0401-14-02, HOLDOWN ASSY;CLAMP PLATE;BOLTS M10X35 AND NUTS M10 SUS 304,WASHER 10, L SUPPORT 380X60X8;U SHAPPED BOLT SUS 304 155x102±1, NUTS M12, LENGTH SCREW 30	2,664	SET	
2	203210	COVER,PLATE, CONVEYOR-FIXED HOOD COVER, DRAWING NO. F558S-M0401-14-01, FIBERGLASS WITH UV PROTECTION, 3MM THICKNESS, 930MM WIDTH, 1832MM LENGTH, FOR BELT WIDTH 1400MM	1,330	PC	
3	207680	SUPPLY Z-SHAPED PLATE (PLATE PROFIL Z), LENGTH 2000MM, PLATE THICKNESS 3MM	1,104	PC	

**Note:**

1. Original Certificate will be provided:
2. Please made the payment through:
  - Bank Name ( and branch):
  - Bank Address:
  - Account Number:
  - Account Name:
  - Director Name:
3. The above prices are included delivery cost to warehouse of PT. KPJB.
4. Payment will be made by Telegraphic Transfer (T/T) within thirty (30) days after complete invoice received, attached with delivery or work completion report (GRF and MOV) by PT. KPJB and PT. PLN.
5. The warranty letter that states "spare part is new, genuine, no defect and can be used properly" should be submitted at the time of delivery.

Place, [Month] [Date] [Year]  
 SIGN & COMPANY  
 STAMP  
 DUTY STAMP /  
 MATERAI 6000  
 Name  
 (Title)



PT KOMIPO PEMBANGKITAN JAWA BALI

No. Dokumen :

Tanggal Terbit :

FORMULIR

No Revisi :

TERM OF REFERENCE (TOR)

Halaman :

TERM OF REFERENCE

Project: HOOD COVER AND FRAME FOR UNLOADING CONVEYOR LINES CV 101 A&B

NO	Item Code	Work Description	Material	Remark
1	213763	<b>FRAME, ROLLER, CONVEYOR, FRAME F558S-M0401-14-02,</b>		
		Steel Plate	: A283 grade C thick: 8mm	
		Coating Specification;		
		Coating Lamination	: Single Component Moisture cure Polyurethane	
		Colour	: Alluminium Pigmented	
2	203210	<b>COVER, PLATE, CONVEYOR-FIXED HOOD COVER,</b>		
		FRP Lining Specification;		
		Resin	: POLYMAL 820FR	
		Glass Matt	: E-Glass Chopped Strand Mat 300 gr/m2	
		Top Coating;		
		Resin	: POLYMAL 820FR	Mandatory material, to avoid colour degradation exposed by sun, and the material include as fire/flame retardant
		Glasroon Powder	: HDK N20 Pyrogenic silica	
		Parrafin	: Additive-W	
		Anti Uv	: UV Absorber-01	
		Colour	: Holcolest White Diamond Colour	Mandatory material, to avoid colour degradation exposed by sun, and the material include as fire/flame retardant
		Accessories;		
		Hook Bolt & nut	: $\varnothing 6''$ Sus 304	
		Ring Rubber	:	
3	207680	<b>SUPPLY Z-SHAPED PLATE (PLATE PROFILE Z)</b>		
		Steel Plate	: A283 grade C thick: 3mm	
		FRP Lining Spesification;		
		Primer Resin	: RIPOXY R-806 SC2000	Mandatory material, in order to bounding between FRP and material steel ( <i>tidak mudah mengelupas</i> )
		Structural Resin	: POLYMAL 820FR	
		Glass Matt	: E-Glass Chopped Strand Mat 300 gr/m2	
		Surfacing Matt	: C-Glass Surfacing Matt BMT 30 (27gr/m2)	
		Parrafin	: Additive-W	
		Anti Uv	: UV Absorber-01	
		Colour	: Holcolest Gray Colour	

Note: Melampirkan document berikut pada saat pengiriman barang;

- 1 TEKNICAL DATA SHEET MATERIAL DAN MSDS
- 2 FIRE RETARDANT TEST
- 3 SERTIFIKAT OF MANUFACTURE / COM PRODUK

## 4.2 Bid Bond Format

### BANK GARANSI

#### JAMINAN PENAWARAN BERDASARKAN SE BI

\_\_\_\_\_ [Nomor]

\_\_\_\_\_ [tempat & tanggal]

Kepada :

PT PERUSAHAAN LISTRIK NEGARA (Persero) UIK Tanjung Jati B

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

PT Bank \_\_\_\_\_ [nama bank] berkedudukan di \_\_\_\_\_ [alamat], (untuk selanjutnya disebut "Bank"), dengan ini menjamin tanpa dapat ditarik kembali \_\_\_\_\_ [nama badan usaha penyedia barang/jasa] beralamat di \_\_\_\_\_ (untuk selanjutnya disebut "Terjamin") terhadap PT PLN (Persero) beralamat di \_\_\_\_\_ (untuk selanjutnya disebut sebagai "Penerima Jaminan"), untuk membayar sejumlah uang sebesar \_\_\_\_\_ (terbilang: \_\_\_\_\_) apabila Terjamin melakukan tindakan dan/atau gagal untuk melakukan tindakan termasuk apabila Terjamin tidak mengikuti proses pengadaan dan/atau tidak menandatangani/memasuki kontrak/perjanjian atau memenuhi ketentuan lainnya sebagaimana ditentukan dalam Dokumen Pengadaan no \_\_\_\_\_ tanggal \_\_\_\_\_ sehubungan dengan proses pengadaan \_\_\_\_\_ [nama proyek].

Bank Garansi ini diterbitkan dengan ketentuan-ketentuan sebagai berikut :

1. Bank Garansi ini berlaku untuk jangka waktu selama \_\_\_\_\_ ( \_\_\_\_\_ ) bulan/hari, terhitung sejak tanggal \_\_\_\_\_ dan akan berakhir pada tanggal \_\_\_\_\_ [tanggal jatuh tempo].
2. Pembayaran atas Bank Garansi ini dilakukan setelah adanya surat permintaan pencairan Bank Garansi dari Penerima Jaminan kepada Bank yang menyatakan (i) jumlah yang harus dibayarkan kepada Penerima Jaminan dan (ii) bahwa Terjamin melakukan tindakan dan/atau gagal untuk melakukan tindakan atau memenuhi ketentuan sebagaimana dinyatakan dalam Dokumen Pengadaan disertai dengan salinan pemberitahuan kepada Terjamin dari Penerima Jaminan paling lambat 1 (satu) hari sebelum tanggal surat permintaan pencairan Bank Garansi yang menyatakan bahwa Terjamin telah gagal memenuhi ketentuan sebagaimana dinyatakan dalam Dokumen Pengadaan.
3. Batas waktu pengajuan dan penerimaan tuntutan penagihan/klaim atas Bank Garansi ini adalah selambat-lambatnya 30 (tiga puluh) hari kalender<sup>1</sup> sejak tanggal jatuh tempo Bank Garansi ini, dengan ketentuan apabila tanggal tersebut jatuh pada hari libur atau di luar hari kerja Bank, maka pengajuan dilakukan selambat-lambatnya pada satu hari kerja Bank setelahnya dengan melampirkan asli Bank Garansi ini.
4. Bank akan membayar kepada Penerima Jaminan untuk jumlah tersebut di atas selambat-lambatnya 15 (lima belas) hari kalender setelah diterimanya surat permintaan pencairan Bank Garansi dari Penerima Jaminan kepada Bank.
5. Pembayaran atas klaim/tuntutan pencairan adalah mutlak dan tanpa syarat (*unconditional*) meskipun ada tuntutan, permintaan atau keberatan dari Terjamin atau pihak manapun.
6. Pembayaran atas klaim/tuntutan pencairan Bank Garansi akan dilakukan ke rekening bank yang ditunjuk oleh Penerima Jaminan, bebas dan bersih serta tanpa pengurangan dengan alasan apapun, baik yang berlaku pada saat ini atau kemudian, dari semua pajak, pungutan, biaya atau pemotongan apapun, yang dibebankan atau dipotong sehubungan dengan hal-hal tersebut.
7. Bank Garansi ini tidak dapat dipindahtangankan dan/atau dijaminkan kepada pihak lain (*non-transferable*).
8. Bank Garansi ini tidak dapat diubah kecuali perubahan tersebut disetujui oleh Penerima Jaminan melalui surat tertulis atau secara tegas dimintakan oleh Penerima Jaminan kepada Terjamin.
9. Bank Garansi ini diatur oleh dan ditafsirkan berdasarkan peraturan perundang-undangan yang berlaku di Indonesia.
10. Sebagaimana dimaksud dalam Pasal 1832 Kitab Undang-Undang Hukum Perdata, Bank dengan ini melepaskan hak-hak istimewa yang diberikan oleh undang-undang untuk menuntut supaya benda-benda milik Terjamin dan/atau yang diikat sebagai jaminan lebih dahulu disita dan dijual untuk melunasi hutang Terjamin.

11. Untuk...

<sup>1</sup> Optional, sekurang-kurangnya 14 (empat belas) hari kalender dan selambat-lambatnya 30 (tiga puluh) hari kalender

h  
t.

11. Untuk tujuan Bank Garansi ini dan segala akibat hukumnya, Bank memilih domisili yang tetap di Kantor Panitera Pengadilan Negeri di \_\_\_\_\_ [domisili pengadilan].

Demikian Bank Garansi ini diterbitkan oleh yang berwenang pada tanggal \_\_\_\_\_ untuk dapat dipergunakan sebagaimana mestinya dan oleh yang berkepentingan.

Jakarta, \_\_\_\_\_ [tanggal]

PT BANK \_\_\_\_\_ [nama bank]

[Cap Bank]

\_\_\_\_\_ [tanda tangan pejabat yang berwenang]

- ks  
t.b





DPJT List

PT PLN (PERSERO) PEMBANGKITAN TANJUNG JATI B

Halaman No. :

Surat No. :

Tanggal :

**DAFTAR PENERBIT JAMINAN TERSELEKSI (DPJT)**

For Procurement Process in PT PLN (Persero)

Classification	Amount Limit	BANK
I	Contracts ≤ 1 Trillion IDR	BANK RAKYAT INDONESIA
		BANK MANDIRI
		BANK NEGARA INDONESIA
		BANK CENTRAL ASIA
		BANK DANAMON INDONESIA
		CIMB NIAGA
		BANK MUFG
		BANK OCBC NISP
		BANK PERMATA
		BANK UOB INDONESIA
		BANK BUKOPIN
		BANK BRI SYARIAH
II	Contracts > 1 Trillion IDR	BANK RAKYAT INDONESIA
		BANK MANDIRI
		BANK NEGARA INDONESIA
		BANK CENTRAL ASIA
		BANK DANAMON INDONESIA
		CIMB NIAGA

GENERAL MANAGER

KOMANG PARMITA

MODEL 1006