



Public Notice

Unit Price Contract for General Chemicals 2021

1. **Scope of Supply**
KPJB needs to procure Unit Price Contract for General Chemicals 2021.
2. **Bidding Type**
 - Domestic open bidding to select the lowest priced suppliers and evaluated by total price and or if failed will be evaluated base by each item.
 - This bidding is conducted under three stage (PQ, Unprice and Price)
3. **Requirement for Qualification of Bidder**
 - Professional, competent, resourceful and experienced Agency / Company / Distributor which is able to provide of Chemicals for power plant supply.
4. **Preliminary Qualification Application Closing Date and Time : 11.00 pm**

5. **Bid Closing Date and Time: 01.00 pm** _____.
6. **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); or
 - Email : procurement@kpjb.co.id or ikhsantogak@gmail.com
7. **Bid submission**
Finance & Administration Division,
PT. Komipo Pembangkitan Jawa Bali (KPJB)
PLTU Tanjung Jati B Unit 3 & 4,
Desa Tubanan, Kecamatan Kembang,
Kabupaten Jepara, Jawa Tengah, Indonesia 59453
Tel : 0291-427-0491, Fax : 0291-427-0601
8. **Procedure for Submission Bid Document**
 - Bid document shall be submitted
 - This bidding is conducted under three stage (PQ, Unprice and Price)
 - Document title shall be marked in the envelope as “**ITB-KPJB-NR-2020-0316 Unit Price Contract for General Chemicals 2021**”



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

Schedule of Unit Price Contract for General Chemicals 2021

Target dates	Description
Oct 1-2, 2020	✓ Approval for Procurement Plan including ITB
Oct 7-21, 2020	✓ Public Notice for Bidding through internet (KPJB website)/local government bulletin board announcement
Oct 21, 2020	✓ Submission of PQ document
Nov 3, 2020	✓ Finish to evaluate PQ
Nov 4, 2020	✓ Notify result of PQ evaluation and Clarification
Nov 4-11, 2020	✓ Notify and receive unprice document from applicants
Nov 4-16, 2020	✓ Evaluate unprice document by user
Nov 17-24, 2020	✓ Notify and receive price document from applicants
Nov 25, 2020	✓ Evaluate price document by user
Nov 26, 2020	✓ Conclusion of Contract

INVITATION TO BID

Unit Price Contract for General Chemicals 2021

KPJB-NR-2020-0316

28 September 2020

PT. Komipo Pembangkitan 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 Unit Price Contract for General Chemicals 2021.

In this regard, KPJB issues this Invitation To Bid (hereinafter referred to as "ITB") to provide the bidder who may participate in this bidding procedure with further information, such as the procedures and requirements for bidding, contractual terms and conditions, the scope of supply, delivery schedule, and technical specifications.

1.1.2 Compliance with the ITB

The bidder shall prepare and submit the bid in strict compliance with the procedures and requirements as provided in this ITB. Any failure to do so may be sufficient reason for KPJB to reject or to unfavorably evaluate the bid. The bidder shall be regarded as having been sufficiently acquainted with and having accepted all the contents of the ITB, unless otherwise stated in the bid.

1.1.3 Definition of Terms

The definition as provided in Article 1 of General Terms and Conditions for the Contract of Chapter II shall be applied to the terms employed in other Chapters, except where the context otherwise specifies.

1.1.4 Languages

The ITB is provided in English language. The bid document, technical specifications and related documents shall be written in English. Bid documents which are written in other languages will not be accepted by KPJB.



1.1.5 Address

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

Procurement Team

Finance & Administration Division PT. KPJB

PLTU Tanjung Jati B Unit 3 & 4

Desa Tubanan, Kecamatan Kembang, Kabupaten Jepara

Jawa Tengah, Indonesia 59453

1.1.6 Nullification of Bid

The following bids shall become nullified:

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

1.1.7 Computation of Time

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

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

1.2 Bidding Procedure

1.2.1 Qualification of Bidder

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



- a. Professional, competent, resourceful and experienced Agency/Company/Distributor which is able to provide/supply of Professional, competent, resourceful and experienced Agency/Company/Distributor which is able to provide of Chemicals for power plant supply. (Detail list of materials are specified in Chapter III).
 - b. Domestic Professional company which participates in this bidding shall submit a copy of contract/purchase order confirming that the company has an experience in supplying of materials and submit the consumables and/or list to be provided by this bidding with the evidence document.
 - c. Any business entity on the PLN Black List is not allowed to participate in this Bidding.
2. Preliminary Qualification of Bidder a. Companies which participate in this bidding shall 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 (See article 4.1)
 - b) Submission Documents
 - i. Unpriced quotation.
 - ii. **Bid Bond from Bank / Surety bond with minimum amount 3 percent from total price (including VAT) with validity until December 21, 2020.**
 - iii. Certificate of Domicile / Sertifikat Domisili.
 - iv. Copy of Business license (SIUP).
 - v. Copy TDP (Company's register).
 - vi. Copy of Tax ID (NPWP).
 - vii. Copy of Taxable Company Certificate (SPPKP).
 - viii. Copy of Deed of establishment (Akta Perusahaan).
 - ix. Copy of Work experience (Pengalaman kerja).
 - x. Tax Return Evidence minimum 2018 (SPT TAHUN minimal tahun 2018).
 - xi. Working experience in similar work (chemicals supply) minimum IDR 2.000.000.000,- provide copy P/O as evidence .
 - xii. Tax Payment Evidence (3 Months of June, July, August 2020).



- xiii. Financial Statement and Balance Sheet Audit minimum year 2018 by Accountant Public
- c) Basis of Submission Documents
- All Copies of Documents have to mark same as original by registered seal or authorized signature and be clearly marked “Pre-Qualification Application for supply of Chemicals” on the upper right of the envelope.
- d) Pre-Qualification evaluation will be based on General Management and Technical Ability
- Items of Evaluation : General Management and Technical Ability
- General Management : Experience and Financial Status
 - Technical Ability : Posession of facilities and Quality Assurance System
- e) Application for Preliminary Qualification of Bidder address and attention stipulated on Article 1.1.5.
- f) Closing date and time of Preliminary Qualification: 11:00 pm, _____, 2020.

1.2.2 Application for Participation in Bidding

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

1. Closing date and time of application for participation in this bidding : **13.00 WIB _____, 2020**

1.2.3 Submission of Bid

1. The bid shall be submitted 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 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) month** after the closing date for receiving the bid document. In case that KPJB requests the bidder to change some contents of his/her bid in connection with bid evaluation or contract negotiation, KPJB's request shall not be regarded as a rejection of the bid. KPJB, if necessary, may request the bidder to extend the validity of the bid.

1.2.5 Signature or Affixing a Seal

The bid shall be signed by a duly authorized representative or sealed by the company or business firm seal, and the power of attorney or a certificate of a seal impression shall be attached thereto.

However, the signature of the person who is to be mandated can be accepted for the foreign bidders, in case that the company or business firm seal and the power of attorney are attached to the bid.

1.2.6 Decision on the first negotiable Bidder

In case where the competitive bidding is effectuated by two (2) valid bidders or more, KPJB will decide as the first negotiable bidder the person whose bid meets the essential requirements of the ITB and is the most advantageous to KPJB.

1.2.7 Contract Negotiations and the Award of the Contract

1. If it is deemed necessary, KPJB shall have the right to open the contract negotiations including the contract price with the first negotiable bidder. In such a case, if the result of the negotiations is satisfactory to KPJB, the first negotiable bidder will be the successful bidder who is awarded the contract, but, if the result of the negotiations with the first negotiable bidder is not satisfactory, KPJB may proceed in the negotiations with the next placed bidder without any liabilities to the first negotiable bidder.
2. KPJB is entitled to adjust scope of supply, technical specifications, contract conditions and contract price during the negotiation period.
3. The successful bidder shall submit the required documents for entering into a contract and a list breaking down the calculations for a contract price within three (3) days after being informed of having been awarded the contract and enter into a contract by KPJB's issuing the Purchase Order (P/O) and the contractor's confirmation signing on the P/O sheet within ten (10) days.

However, if the successful bidder cannot enter into a contract due to incidents of Force Majeure or cases which KPJB deems acceptable, those days where such incidents occurred shall not be calculated.

4. If KPJB issues a written Authorization to Proceed (ATP) to Contractor with respect to all or part of the Work hereunder prior to the effective date of the contract, all provisions hereof shall apply to the Work to the extent of such ATP, and Work shall be deemed to have been performed under the contract.

1.3 Preparation of Bid

1.3.1 Packaging 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.

a) First Stage : Pre-Qualification

- 1) Items of Evaluation : General Management and Technical Ability
 - General Management : Experience and Financial Status
 - Technical Ability : Possession of facilities and Quality Assurance System
- 2) Condition of passing PQ : Every items should be valued minimum 'good'
- 3) PQ application Form and detailed criteria : attached

Regarding PQ process, application through the formation of consortium which must be composed of maximum two companies can be accepted. In such a case, 'Financial status' which is one of the PQ evaluation items will be evaluated based on the data of leading company (leading company indicates 'PQ applying company'), on the other hand, for other evaluation items it will be calculated through the simple combination of the data of two companies.

b) Second Stage : Un-priced document (Technical Specification of Chemicals)

- Contractor must submit the MSDS including CAS number (Chemical Abstract Service) and chemical concentration (w/w) at Composition/Information Ingredient. The MSDS must obey the GHS standard (Globally Harmonized System of Classification and Labeling of Chemicals). Also the latest CoA



(Certificate of Analysis) must be submitted. KPJB will check the CAS number. The CAS no is required for data of “Monitoring Hazardous Material Handling” by Ministry of Environment.

c) Third Stage : Opening Bidding on Price only

- Bidder who applies the lowest total price within the estimated total price.

1.3.2 Special Notices

1.1 Project Special Conditions

- 1) Contractors shall supply a chemical timely at any case. In case Contractor is not a Chemical manufacturer, it is required to submit an official Agreement (or MOU) authenticated, which stipulates Chemical Manufacturer's Guaranty about supporting in order Contractor not to fail in response of delivery request of KPJB.
- 2) Each chemical shall be delivered up to a place designated by KPJB within one week from the Delivery Instruction (includes verbal request) and no matter when such a delivery place is changed, Contractors shall comply with the request at any time.
- 3) In case KPJB already publish the delivery instruction and request to advance the schedule, the contractor shall deliver the chemicals refer to advanced schedule. KPJB will inform the advanced schedule using verbal request within one week before the actual delivery request. This case will be conducted if there are any emergency situations of chemicals stock at KPJB.
- 4) Payment will be made based on Delivery Instruction. The weight of chemical refers to measurement of weighbridge at KPJB. The payment refers to actual weight not the weight on Delivery Instruction. If the actual weight has an excess from Delivery Instruction, KPJB will not conduct the payment. In case KPJB weighbridge has a problem, the measurement weight from contractor can be used as payment calculation.
- 5) As for inspection of quality and quantity of chemicals delivered, every inspection shall be done at the final destination at site, and Contractors shall submit a Quantity (weight or volume) and Quality (including concentration and specific gravity) Certificates (COA) issued by an authorized third party institute for each chemical at each Delivery.

- 6) In regard to the delivery chemicals concentration, -5% deviation from the guideline can be accepted and the contract unit prices for such items will be adjusted based on that.
- 7) In case KPJB reject the chemicals due to bad quality twice in row, KPJB will conduct blacklist to the contractor two years period after contract finish.
- 8) The Sodium Hypochloride loading time is every 3 days. The others chemical are more than a week.
- 9) Contractor must provide:
 - Chemical Tank 5 ton, hose and unloading pump from truck to tank for Sodium Hypochloride.
 - 2 (two) hose for chemical unloading with length 6 meter and diameter 2 inch.
 - 2 (two) hand pump for unloading chemicals using drum and pail packaging.All equipment will be returned to contractor after contract finish.
- 10) Contractors shall provide pallet for chemicals that are not supplied by tank lorry (drum, pail and bag packaging) and empty drums and pails must be taken back by contractors. The chemicals on pallet must be wrapped by plastic wrap.
- 11) Contractors shall provide expired date for chemicals with drum, pail and bag packaging. The expired date of chemicals minimum is December, 31st, 2021.
- 12) Contractors have responsibility to the unloading process and use PPE during unloading process. Contractor must bring MSDS and CoA for each delivery.
- 13) Contractor shall provide sticker of MSDS, GHS label element, and NFPA rating in good condition for chemical with drum, pail and bag packaging. Contractor must bring the spare of sticker in case damage at site during unloading.
- 14) The Safety symbol on bag, drum and pail must follow the Indonesian Government regulation from Ministry of Environment No. 03 year 2008 “Tata Cara Pemberian Simbol dan Label Bahan Berbahaya dan Beracun”
- 15) Contractor who use third party for transportation must submit the contract agreement between contractor and transporter with contract period from Jan, 1st, 2021 ~ December, 31st, 2021. The contractor who use own transportation must submit the statement letter if the transportation is owned by contractor itself and signed by “Authorized Representative for the Applicant” including stamp duty. KPJB



will check the transport ownership by document of “the valid permit of hazardous material transportation from Ministry of Transportation”.

- 16) The transporter must have the valid permit of hazardous material transportation from Ministry of Transportation. The valid permit must mention about the route trip from contractor warehouse to Jepara as the destination. For contractor who uses third parties for transportation, the valid permit is referring to Transporter Company. The permit period should be longer than contract period. Due to the duration of valid permit period is one year only, Contractor must submit the new valid permit before the expired date.
- 17) The contractor must have the recommendation letter from Ministry of Environment regarding “The Recommendation of Hazardous Material Transportation”. For contractor who uses third parties for transportation, the recommendation letter is referring to Transporter Company.
- 18) For contractor who use third party of transportation, the damage package during delivery (drum, pail, and bag or tank lorry) is responsibility of the contractor not the transporter. KPJB will reject the chemicals due to damage and leakage packaging.
- 19) The driver must bring valid Identity Card (KTP and SIM) during delivery the chemicals. In case the delivery is during holiday, KPJB will prepare the special permit for enter to PLTU. The delivery closing time is 1:00 p.m at KPJB warehouse.
- 20) In case of “Delivery Cut Off” due to big holiday such as Lebaran, Christmas, New Year Eve, etc, Contractor must inform to KPJB one month before the “Delivery Cut Off” period. KPJB will arrange the delivery chemicals to avoid “Delivery Cut Off” schedule except for Sodium Hypochloride. The Sodium Hypochloride must be delivered on schedule and not influenced by “Delivery Cut Off” schedule.
- 21) Contractor must submit the evidence document that mentioned on “Form of Pre-Qualification Application Letter”.

2.2 Requirement for Bid Price

1.1.1 Bid Currencies

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

1.1.2 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.

1.1.3 Delivery Terms

The bid price shall be quoted as delivery under **DDP (INCOTERMS 2010)**, unloaded at PLTU Tanjung Jati B Unit 3 & 4 Site based on Delivery Instruction.

1.1.4 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.

1.2 Procedure and Criteria for Bid Evaluation

1.2.1 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 cannot accept
 - c. Bidders which cannot satisfy the major technical requirements
 - d. Bidders with deviations and exceptions to the major contents of the ITB.
3. After conducting the Preliminary Evaluation, KPJB will inform bidders who do not pass of their failure to meet requirements of the bid.

1.2.2 Criteria for Bid Evaluation

1.2.2.1 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.

1.2.2.2 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 and if there are no Bidders price below estimate price, item by item evaluation or re- notification will be applied.
 - Other required Matter

1.2.2.3 Bidding under the Re-notification

In the event that there is no more than two (2) qualified bids or KPJB cannot decide the successful bidder, or in the event the successful bidder does not enter into the contract, KPJB may put up for bidding under the public re-notification. However, if the successful bidder refuses to enter into the Contract without any other justifiable reason, KPJB is entitled to exclude such bidder in the application for participation for re-bidding or bidding under the re-notification.

1.3 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**



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

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:

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



Article 2 – Effectiveness of the P/O

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

Article 3 – Contract Document and Language

- 3.1 The Contract documents consist of the P/O including the document attached thereto and this GTC. In case of any inconsistency between them, the P/O shall govern.
- 3.2 All documents and communications hereunder shall be in Bilingual (English language and Bahasa Indonesia) or English language.

Article 4 – General Provisions

- 4.1 The trade terms shall be subject to INCOTERMS 2000 and its amendments, unless otherwise provided in the contract.
- 4.2 The number of days shall be calculated based on the actual calendar days including Saturdays, Sundays and official holidays in Indonesia, and if any specific day falls on Saturday, Sunday or a holiday, the day shall be postponed to the immediately following business day.
- 4.3 The Equipment and/or Services to be provided hereunder shall conform to the applicable laws, regulations, codes, standards and the specifications hereof. Supplier shall provide the new and unused products suitable in all respects for the purposes intended herein and shall use the best possible design and engineering. The specifications not adequately described herein shall be in accordance with the best commercial practices.
- 4.4 Supplier shall be fully responsible for the work performed by its Sub-supplier.
- 4.5 All fittings necessary to complete the Equipment shall be provided by Supplier at no additional charge beyond the price specified in the P/O. No additional payment for ancillary items shall be made unless such items and prices thereof have been authorized by PT. KPJB in the P/O.

Article 5 – Interpretation

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

Article 6 – Terms of Payment

- 6.1 The P/O price specified in the Contract is fixed and is not subject to price fluctuations.
- 6.2 The P/O price shall be paid by means of bank account transfer or telegraphic transfer (T/T) or irrevocable letter of credit (L/C), as agreed to between the Parties, to Supplier against the Supplier's presentations of certificate of delivery of equipment or certificate of completion of supply for local procurement, or the following transport documents for the foreign procurement :
 - A. Commercial Invoice: one (1) original and three (3) copies.
 - B. 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 Origin : one (1) original and three (3) copies
 - E. Certificate of Origin : one (1) original and three (3) copies
 - F. Freight Forwarder's Certificate of receipt : one (1) original and three (3) copies
 - G. Other documents as required by the Contract.
- 6.3 In case of T/T payment for foreign procurement, Supplier shall promptly send the transport documents listed above to PT. KPJB and the payment shall be made within thirty (30) days after the delivery date, unless otherwise provided herein.
- 6.4 In case L/C payment, Supplier shall submit the original copy of the transport documents listed above to the bank according to the L/C conditions and the copies of them shall be sent to PT. KPJB promptly. One (1) copy of the above documents shall be additionally enclosed in each package of the Equipment.
- 6.5 In case of Bank Account Transfer Payment for local procurement, the payment will be made by PT. KPJB within fourteen (14) days after invoice received by PT. KPJB after delivery or work completion.
- 6.6 Unless otherwise provided in the P/O, supplier shall bear any kind of banking charges and other expenses incurred in connection with the payment.

Article 7 – Delivery Terms and Shipment

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



- shipment of the Equipment through PT. KPJB's freight Forwarder, if Supplier fails to do so and excess expenses are incurred to PT. KPJB thereby, he/she shall reimburse such expenses within thirty (30) days after PT. KPJB's request for payment.
- 7.2 Supplier shall notify PT. KPJB and the freight forwarder of delivery or shipping readiness by telefax or by any other official letter at the latest fifteen (15) days prior to readiness so that PT. KPJB may arrange the shipment and insurance coverage. Such notice shall include a port of loading, shipping items, total tonnage, cubic measurement, invoice amount and expected delivery date.
- 7.3 For foreign procurement, Supplier shall pack the Equipment in accordance with the best export-packing practices to prevent physical and environmental damage. Supplier shall be liable for any loss or damages caused by inadequate packing.
- 7.4 Any proper handling caution marks or instructions and the following information shall be durably marked on the surface of the package.
- A. Consignee (PT. KPJB) and Consigner (supplier Name)
 - B. P/O No. and L/C No. (if applicable)
 - C. Port of Export and Destination
 - D. Item No. and Description specified in the P/O and Quantity
 - E. Net and Gross Weight and Cubic Measurement
 - F. Origin
 - G. Caution Marks such as Fragile (if applicable)
 - H. Other Markings as required
- 7.5 Unless requested or approved by PT. KPJB, Supplier shall not deliver the Equipment early than one (1) month prior to the delivery schedule hereunder. In case of a breach thereof, PT. KPJB is entitled to delay the payment or claim interest to Supplier if already paid by L/C.

Article 8 – Liquidated Damages for Delayed Delivery

- 8.1 In the event that, for reasons attributable to Supplier and not excusable under Article 11, the delivery of any item of the Equipment is delayed beyond the delivery date provided in the P/O, Supplier shall pay liquidated damages to PT. KPJB, not as a penalty, in an amount of zero point one five (0.1) 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.
- 8.2 PT. KPJB is entitled to deduct liquidated damages from any payment due supplier.



Article 9 – Performance Bond

- 9.1 Unless exempted by the P/O or approved by PT. KPJB, within twenty (20) days after the effective date of the P/O, Supplier shall establish a performance bond in favor of PT. KPJB in a form of a bank guarantee, certified check or irrevocable clean credit in an amount not less than ten (5) percent of the P/O price. The bond shall be valid until one (1) month after the expiry date of the warranty period or any extension thereof as provided in Article 10.
- 9.2 The bond shall be an absolute and unconditional guarantee and payable to PT. KPJB forthwith on PT. KPJB's simple demand of payment in the event that Supplier fails or refuses to promptly cure any default of its obligations hereunder.
- 9.3 A performance bond is not required on the following conditions
- Purchase Order amount is below **\$ 20,000** or its equivalent currencies

Article 10 – Warranty

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

Article 11 – Liabilities

- 11.1 Supplier shall be liable to and indemnify PT.KPJB for any injuries to person or property and, at its own expense, defend and hold PT. KPJB harmless against and from any claims or court actions raised by a third party, arising in connection with



- the performance of the Contract, to the extent they are derived from any fault, negligence, omission or willful action of Supplier or Sub-supplier.
- 11.2 Supplier's total liability for all claims hereunder, except those based on the title and patent infringement, shall not exceed the total P/O price.
- 11.3 Supplier shall not be liable for consequential or indirect damages.

Article 12 – Quality Assurance and Inspection

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

Article 13 – Force Majeure

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

Article 14 – Termination

- 14.1 PT. KPJB may terminate the contract, in whole or in part, if;



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

Article 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.

CHAPTER III

Specification

No	Chemical	Physical and Chemical properties	
1	Aqueous Ammonia	Physical state	Liquid
		Concentration	25%
		Odor	Ammonia odor
		Solubility in water	Infinitely soluble
		Specific gravity	0.898 ~ 0.91
		pH	11.6 (1.0N)
2	Hydrazine	Physical state	Liquid
		Concentration	35%
		Appearance	Colorless
		Odor	Ammonia odor
		Flash Point	> 110 °C
		Solubility in water	Miscible in water
		Specific gravity	1.03-15.8 °C
		pH (100%), (1%)	(12.5), (10.1-10.7)
		Viscosity	2 cPs @ 15.6°C
		Freezing point	< -64.9°C
		Boiling Point	108.9°C
3	Ferric Chloride	Physical state	Liquid
		Concentration	40%
		Appearance	Dark brown
		Odor	Acidic
		Specific gravity	1.48 (25.0°C)
		Density	15 lg/gal
		Solubility In Water	Complete
4	Sulfuric Acid	Physical state	Liquid
		Concentration	98%
		Appearance	Colorless
		Odor	Pungent
		Specific gravity	1.8-1.84@20°C
		Density	15 lb/gal
		Solubility in water	Complete
		pH (100%)	< 1
		Vapor pressure	< 1 mmHg @ 100°F / 37.8°C

5	Sulfuric Acid (Drum)	Physical state	Liquid
		Concentration	10%
		Appearance	Colorless
		Odor	Pungent
		Specific gravity	1.05
		pH (1% soln/water)	2
		Boiling Point	100°C in water
6	Sodium Hypochloride	Physical state	Liquid
		Concentration	10-12%
		Appearance	Yellow
		Odor	Pungent
		Flash Point	Not Flammable
		Solubility in water	Complete
		Specific gravity	1.18-1.22 @20°C
		pH(100%)	12.5-14
		Viscosity	< 50 cPs @24 °C
7	Sodium Bisulfite (SBS)	Physical state	Liquid
		Concentration	25%
		Appearance	Amber
		Odor	Sulfurous
		Flash Point	Not Flammable
		Specific gravity	1.29-1.31
		Solubility in water	Complete
		pH (100%)	3.8
		Viscosity	6 cPs @ 25 °C
		Boiling point	100 °C
8	Anti-scalant	Physical state	Liquid
		Concentration	100%
		Main ingredient	Organic phosphate
		Appearance	Slightly yellowish
		Odor	No odor
		pH (100%)	10-11.5
		Freezing point	-20°C
		Specific gravity	1.203 (25°C)
Solubility in water	Complete		

9	Hydrochloric Acid (*Same spec between Tanklorry and drum type)	Physical state	Liquid
		Concentration	32-34%
		Appearance	Yellow colorless
		Odor	Pungent
		pH (1%)	1.5
		Specific gravity	1.158 - 1.168@23°C
		Solubility in water	Complete
10	Sodium Hydroxide (*Same spec between Tanklorry and drum type)	Physical state	Liquid
		Concentration	48~50%
		Appearance	Clear, Colorless
		Odor	None
		Flash point	Not flammable
		Specific gravity	1.48-1.54 @ 25°C ASTM D-1298
		Density	15 lg/gal
		Solubility in water	Complete
		pH (100%)	14
		Viscosity	100 cPs
		Vapor pressure	< 1 mmHg @ 100°F / 37.8°C
11	PAC	Physical state	Liquid
		Concentration	10% as Al ₂ O ₃
		Appearance	Clear colorless light yellow
		Odor	None
		Specific gravity	1.16 - 1.2 (25°C)
		Density	No data available
		Solubility in water	No data available
		Viscosity	3.5 cPs
		Melting point	No data available
		Boiling point	100.0°C
		Flash point	Not flammable
12	Sodium Tripoly Phosphate (Grade A)	Physical state	Solid (powder)
		Concentration	100%
		Appearance	White
		Flash point	Not Flammable
		Solubility in water	Complete
		Specific gravity	-
		pH 100%	9.5 – 10.3 at 1 g/l
		Melting point	662°C



PT. KPJB

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

13	Na-EDTA	Physical state	Powder
		Main ingredient	Tetrasodium EDTA (99-99.4%)
		Appearance	White
		Odor	Slight
		Flash point	Not flammable
		Vapor pressure	Similar to water
		Vapor density	<1
		Solubility in water	500 g/l at 20°C
		Specific gravity	1.04 – 1.043 (25oC) ASTM D-1298
		pH 100%	13.3 – 13.8
		pH 1% (liquid)	10-12
		Boiling point	212°F
		14	Citric Acid
Type	Monohydrate		
Concentration	99%		
Appearance	White		
Odor	None		
Flash point	Not flammable		
Solubility in water	Complete		
Specific gravity	1.54		
pH 10%	1.7		
Melting point	319.4°C		



4.1 Preliminary Qualification Form

**CHAPTER IV
FORMS**

**FORM of
PRE –QUALIFICATION APPLICATION LETTER
[ON APPLICATION’S LETTERHEAD]**

To : KPJB F&A Division Manager

From : [Insert Name & Address of Applicant]

The Applicant[Insert Name], through this letter is requesting participation in the Pre-Qualification Process for the selection of a potential chemical provider 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 21 October 2020 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 tender, the award of any related contract or any proceedings related thereto.

SincerelyYours,

[Insert city and date] ,2020

Authorized representative for [Insert Name of Applicant]

Stamp Duty Rp. 6000

.....

[Insert Name of Authorized Representative for the Applicant]



1. Administrative data

Name(PT or CV)	
Address OF Head Office - Phone No. - Fax No. - E-mail	
Address of Factory(or Branch) - Phone No. - Fax No. - E-mail	

2. Business License

No. of Business License	
Validity of the business License	
Government Agency Issuing the Business License	

3. Experience in Chemical Supply Service to Power Plant for the last three(3) Years

No.	Name of Service	Items of Service	Scope of Service	Period of Service	Contract Amount	Contract Quantity	Remarks
1.							
2.							
3.							
4.							
5.							

* Note : 1. The Unit Shall be in Indonesian Rp.

2. Certificates issued by customer shall be attached and, if the customer is other than public institutions and corporations, a statement of tax accounting or a copy of the contract shall be also attached.

4. Financial Status of 2019

Items	Unit	Data	Remarks
Total Assets			
Current Assets			
Equity Capital			
Total Liability			
Current Liability			
Net Profit			
Net Sales			

* Note : 1. The Unit Shall be in Indonesian Rp

2. Attach evidence documents (settlement report and audit report by certified public accountant)

(.....)
 [sign by Authorized Representative for the Applicant]



5. The List of Principal Equipment and Facilities (Tank, Vehicle)

5.1 Vehicle

No.	Description	Capacity	Validity Period	Number of Truck	Remarks
1.	Ferric Chloride	Tank Lorry 20 MT			
2.	Sulphuric Acid	Tank Lorry 10 MT			
3.	Sodium Hypochloride	Tank Lorry 5 MT			
4.	Hydrochloric Acid	Tank Lorry 25 MT			
5.	Sodium Hydroxide	Tank Lorry 10-20 MT			
6.	PAC	Tank Lorry 20 MT			
7.	Chemical using drum, pail and bag	(mention the capacity)			

* Note : 1. Attach evidence documents (refer to hazardous material permit from Ministry of Transportation)

5.2 Tank Storage

No.	Description	Capacity	Year in Use	Remarks
1.	Ferric Chloride			
2.	Sulphuric Acid			
3.	Sodium Hypochloride			
4.	Hydrochloric Acid			
5.	Sodium Hydroxide			
6.	PAC			

6. Others Supporting Document

No.	Description	Authorizing Organization	Effective Period
1.	ISO 9001 or ISO 14001 or ISO 45001		
2.	Others Management Certificate		
3.	Hazardous Material Transportation Permit		
4.	Contract Agreement with third parties regarding transportation or statement letter if the transportation is owned by contractor itself		
5.	Recommendation Letter from Ministry of Environment regarding "The Recommendation of Hazardous Material Transportation"		

* Note :

1. The copies of the Certificates shall be attached hereto.
2. Mention the valid permit hazardous material transportation with destination Jepara city only
3. The evidence of valid permit transportation for each truck must be submitted.
4. The contract agreement between contractor and third parties regarding transportation must be submitted.
5. The Recommendation Letter from Ministry of Environment must be submitted.
6. Attach others evidence documents such as ISO, etc.

(.....)
 [sign by Authorized Representative for the Applicant]



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

In witness whereof, I certify that foregoing is true and accurate. If in the future any of the above data is found to be untrue, inaccurate or falsified, my company is willing to accept sanction i.e. to be included in the blacklist of companies for Two(2) years period and be held liable for civil and criminal punishment in accordance with the prevailing laws and regulation.

.,,2020

PT/CV/Firma

Stamp Duty Rp. 6000

Date and Company seal

(Clear Name)

Position



PLTU Tanjung Jati B Unit 3 & 4
Desa Tubanan Kecamatan Kembang
Kabupaten Jepara Jawa Tengah
Indonesia59453
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4.2 Power of Attorney

POWER OF ATTORNEY

I am [authorizing person], [position] of [company], a company duly organized and existing under the law Republic of Indonesia with its registered office at [address], hereby appoints [authorized person], [position], as representation of [company], in order to attending bidding process on [month, date, year] in the purchasing of Unit Price Contract for General Chemicals 2021.

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

Authorizing by : [name]

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

Position Held : [position] of [company]

Authorized Person by : [name]

[sign here]

Position Held : [position] of [company]



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 Indonesia59453
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4.3 Power of Attorney

BID PRICE

Item No.	Description	Quantity		Estimated Price (IDR)	
		Order	Unit	Unit Price	Total
1	Aqueous Ammonia	6.300	Kg		
2	Hydrazine	15.240	Kg		
3	Ferric Chloride	130.000	Kg		
4	Sulphuric Acid	10.000	Kg		
5	Sulphuric Acid (Drum)	1.000	Kg		
6	Sodium Hypochloride	550.000	Kg		
7	Sodium Bisulfite	203.040	Kg		
8	Anti-Scalant	6.624	Kg		
9	Hydrochloric Acid	300.000	Kg		
10	Hydrochloric Acid (Drum)	10.500	Kg		
11	Sodium Hydroxide	420.000	Kg		
12	Sodium Hydroxide (Drum)	4.000	Kg		
13	PAC	120.000	Kg		
14	Sodium Tripolyphosphate	23.150	Kg		
15	Na-EDTA	9.550	Kg		
16	Citric Acid	23.150	Kg		
Total Contract					
VAT (10%)					
Estimated Total Amount					

..,2020

PT/CV/Firma

Stamp Duty Rp. 6000

Date and Company seal

(Clear Name)

Position



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

TECHNICAL SPECIFICATION FORMAT

Item No.	Description	Quantity		Delivery	Delivery Time per Delivery
		Order	Unit		
1	Aqueous Ammonia	6.300	Kg	Drum	
2	Hydrazine	15.240	Kg	Drum	
3	Ferric Chloride	130.000	Kg	Tank Lorry 20 MT	
4	Sulphuric Acid	10.000	Kg	Tank Lorry 10 MT	
5	Sulphuric Acid (Drum)	1.000	Kg	Drum	
6	Sodium Hypochloride	550.000	Kg	Tank Lorry 5MT	
7	Sodium Bisulfite	203.040	Kg	Drum	
8	Anti-Scalant	6.624	Kg	Pail	
9	Hydrochloric Acid	300.000	Kg	Tank Lorry 25 MT	
10	Hydrochloric Acid (Drum)	10.500	Kg	Drum	
11	Sodium Hydroxide	420.000	Kg	Tank Lorry 10-20 MT	
12	Sodium Hydroxide (Drum)	4.000	Kg	Drum	
13	PAC	120.000	Kg	Tank Lorry 20 MT	
14	Sodium Tripolyphosphate	23.150	Kg	Bag	
15	Na-EDTA	9.550	Kg	Bag	
16	Citric Acid	23.150	Kg	Bag	

,,2020

PT/CV/Firma

Stamp Duty Rp. 6000

Date and Company seal
 (Clear Name)
 Position