Public Notice
Procurement and Installation of Electrical System for Security Post

1. Scope of Supply

Procurement and Installation of Electrical System for Security Post

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. Requirement for Qualification of Bidder

It is mentioned in document of INVITATION TO BID, Bidding Schedule of Procurement and Installation of Electrical System for Security Post, Section 1.2.1.

4. Bid Closing date and Time on 11.00 WIB, **October 6, 2026**.

5. Invitation to Bid (ITB) and Additional Information

- Invitation to Bid (ITB) document copy or soft file is available in website PT. KPJB (www.kpjb.co.id); or
- Email : procurement34@kpjb.co.id or ulfa.lutfiana@kpjb.co.id

6. Bid submission

To : Ulfa Nikmatul Lutfiana
Finance & Administration Division (KPJB-NR-2026-0170)
PT. Komipo Pembangkitan Jawa Bali (KPJB)
PLTU Tanjung Jati B Unit 3 & 4,
Desa Tubanan, Kecamatan Kembang,
Kabupaten Jepara, Jawa Tengah, Indonesia 59475
Tel : 0291-4270493, Fax : 0291-4270601

7. 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 **"**Procurement and Installation of Electrical System for Security Post"

PLTU Tanjung Jati B Unit 3 & 4
Desa Tubanan Kecamatan Kembang
Kabupaten Jepara Jawa Tengah
Indonesia 59475
Tel: 0291-427-0491 Fax: 0291-427-0601

Bidding Schedule of Procurement and Installation of Electrical System for Security Post

Target dates	Description
September 29, 2026	✓ Approval for Procurement Plan including ITB
September 30, 2026	✓ Public Notice for Bidding through KPJB website (www.kpjb.co.id)
October 6, 2026 (11.00 WIB)	✓ Bid document submission closing ✓ Receive bidding document and open bidding document
October 7, 2026	✓ Negotiation with the 1st Negotiable Bidder ✓ Report the result of negotiation and issue purchase order

INVITATION TO BID

Procurement and Installation of Electrical System for Security Post

(ITB No: KPJB-NR-2026-0170)

September 28, 2026

PT. Komipo Pembangkitan Jawa Bali

PLTU Tanjung Jati B Unit 3 & 4
Desa Tubanan Kecamatan Kembang
Kabupaten Jepara Jawa Tengah
Indonesia 59475
Tel: 0291-427-0491 Fax: 0291-427-0601

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PLTU Tanjung Jati B Unit 3 & 4
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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 Procurement and Installation of Electrical System for Security Post. 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 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.

1.1.5 Address

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

To: Ulfa Nikmatul Lutfiana (PIC RFQ No. KPJB-NR-2026-0170)

Finance & Administration Division PT. KPJB

PLTU Tanjung Jati B Unit 3 & 4

Desa Tubanan, Kecamatan Kembang, Kabupaten Jepara

Jawa Tengah, Indonesia 59475

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 deviates from Article 1.2.3, Security Deposit for Bidding;
d. Bid which is made by a person who does not submit a power of attorney by the time of bidding, or is not authorized;
e. Bid which deviates from Article 1.3.11, Signature or Affixing a Seal;
f. Bid which is submitted after the closing time for receiving bidders;
g. Two or more bidders for the same item which are submitted by the same bidder for this bidding (except for alternatives, where permitted);
h. Bid which does not contain the information and data required by this ITB;
i. Bid which deviates from other essential requirements of the ITB as deemed by KPJB;

1.1.7 Cost of Bidding

The bidder shall bear his/her costs and expenses incurred in connection with participating in this bidding procedure processing of qualification procedure, bid evaluation and contract negotiation, and in no case shall KPJB be liable for such costs and expenses.

1.1.8 Confidentiality of Information

The bidder shall not disclose its bid to any third party who is not directly related with the preparation of the bid. KPJB will also keep the bid confidential unless required by the Government Procurement Agreement, by Indonesian laws and/or by the provisions of the ITB.

1.1.9 Title to Bid

The bid document or other documents submitted to KPJB shall be the property of KPJB and shall not be returned to the bidder regardless of whether it is accepted or rejected by KPJB.

1.1.10 Notice of ITB Amendment

KPJB may amend or change the ITB, and, in such case, KPJB shall notify the bidders of the amendment or changes in writing. The amendment or changes will constitute a part of the ITB.

1.1.11 Computation of Time

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

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

1.1.12 Withdrawal of Bidding

KPJB has the right to withdraw or postpone this bidding procedure, to invite to re-bidding, or to alter the scope of supply, the delivery schedule and others, at any time and without any liability to the bidder, if it is required due to changes in the concerned project, excess of the bid prices over KPJB's target price, failure in contract negotiations or other reasonable causes.

No claims for compensation with regard to the withdrawal, postponement, rebidding and/or alteration stated above will be accepted by KPJB.

1.1.13 Restriction on Bidding Participation Eligibility for Unfair Supplier

KPJB will restrict a supplier who might be detrimental to a fair execution of competition or a proper fulfillment of the contract, or who is deemed improper to participate in the bidding from participating in any bid invited by KPJB for the period of not less than one (1) month but not more than two (2) years.

1.1.14 Miscellaneous

The other matters regarding the qualification for participation in bidding and the matters not specified in this ITB shall be determined by KPJB.

1.2 Bidding Procedure

1.2.1 Qualification of Bidder

1. Applicants which can participate in this bidding shall meet all of the following requirements :
   a. Professional, competent, resourceful and experienced Agency/Company/Distributor which is able to provide/supply of Procurement and Installation of Electrical System for Security Post (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 KPJB Black List is not allowed to participate in this Bidding.

2. **Submission Documents (Unpriced Required Documents Envelope and Original Price Quotation Envelope**

No.	Syarat Administrasi (Administration Requirement)
A.	
1	Asli Surat Penawaran (Original Unprice quotation) yang:
	1. Description sesuai permintaan
	2. Bertanggal (dated)
	3. Bertanda tangan dan Cap Perusahaan (Company stamped)
	4. Menyebutkan waktu pengiriman sampai gudang sesuai permintaan (Time Delivery)
2	Pengalaman Pekerjaan dengan total harga kontrak senilai minimal IDR 35.000.000 – **menyerahkan copy kontrak atau PO** (Work Experience for contract amount minimum IDR 35.000.000 – **submitting the copy of the contract or PO)**
3	Copy pembayaran pajak SSP (PPN) 3 bulan terakhir periode: Mei, Juni, Juli 2026 (Copy of last 3 month payment tax or period of: May, June, July 2026)
4	Vendor participant must have registered CSMS Certificate (minimum : Extreme Risk Level) issued by PT. PLN (Persero) - submitting the copy of the document
5	Vendor participant submit HSE Plan Document as unpriced requirement document - submitting the copy of the document
6	Vendor participant submit curriculum vitae for Manpower Qualification refer to Term of Reference

	point 4.2- submitting the copy of the document
B.	
1	Copy Surat Ijin Usaha Perusahaan – SIUP / BKPM (PMA) (copy of Business License)
2	Copy Surat Ijin Tempat Usaha – SITU / DOMISILI / HO (Copy of Domicile Certrificate)
3	Copy Nomor Pokok Wajib Pajak - NPWP (Copy Tax ID number of company)
4	Copy Surat Pengukuhan Perusahaan Kena Pajak - SPPKP (Copy of Taxable Company Certificate)
5	Copy Tanda Daftar Perusahaan – TDP / NIB (Copy of Certificate Company Regristration)
6	Copy Akte pendirian perusahaan/perubahan *jika ada (Deed of Incorporation)

Note: <u>Administration Requirement point B 1-6 is not required to be submitted if your company already registered in our SAP and the Company data submitted still valid until closing time.</u> If any document not submitted by the suppliers, we will regard that the supplier fails and we will not open the price quotation document (price evaluation)

Catatan: Syarat Administrasi no. B 1-6 tidak perlu di kirimkan jika perusahaan anda sudah terdaftar di SAP kami dan data yang dahulu di kirimkan masih berlaku sampai dengan waktu penutupan bidding. Jika ada dokumen yang tidak di serahkan, kami akan menganggap bahwa supplier gagal dan kami tidak akan membuka dokumen penawaran harga (evaluasi harga).

1.2.2 Application for Participation in Bidding

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

1. Address for participating in this bidding to the address set forth in article 1.1.5.
2. Bid documents shall be prepared and submitted as stipulated in article 1.3.
3. Security Deposit for bidding as stipulated in article 1.2.3.
4. Other Documents requested by KPJB.

1.2.3 Submission of Bid

1. The bid shall be submitted in writing either by hand or by mail including courier service. The bid shall be received by KPJB on or before the closing date and time as provided in Article 2.4. No late bid will be accepted. The bid which is submitted by a

method other than those noted above shall not be accepted. It shall be the bidder's responsibility to assure that KPJB has duly received the bid.

2. Quotation shall be submitted addressed to Ulfa Nikmatul Lutfiana (PIC RFQ No. KPJB-NR-2026-0170), 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 Opening of Bid

Unless otherwise advised by KPJB, Part II, Bid for Technical and Commercial Information will be opened immediately after receipt. Part I, Price Bid will be kept sealed and not be opened until the evaluation of the Bid for Technical and Commercial Information is completed. KPJB will advise the bidder of the time and place for the opening of the Price Bid at a later time. The Bidder shall dispatch a representative or duly authorized agent to be present during the opening of the Bid.

1.2.5 Bidding under the Renotification

In the event that there is no more than one (1) qualified bids or KPJB cannot decide the successful bidder, or in the event the successful bidder does not enter into the contract, KPJB may put up for bidding under the public renotification. However, if the successful bidder refuses to enter into the Contract without any other justifiable reason, KPJB is entitled to exclude such bidder in the application for participation for re-bidding or bidding under the renotification.

1.3 Preparation of Bid

1.3.1 Contents of Bid Documents

The bid document shall be prepared respectively for using the Form of Bid as provided in Chapter IV, and the additional relevant materials which are required in the ITB or considered to be necessary for sufficient evaluation shall be attached thereto. The Form of Bid shall be complete in all respects, and, if necessary, the bidder may modify the contents of the Form with sufficient explanation.

The Bid document shall consist of the followings:

1. Part I : Priced document (Price Specifications Bid)
   a. Bid Price (Format in accordance with ITB Bid Price Form).
2. Part II : Un-Priced document (Commercial and Technical Bid)

1.3.2 Packaging Bid Documents

The bid document shall be packaged in two separate envelopes; one for Part I, Bid for Price and the other for Part II, Commercial Information and Technical Specifications Bid, in accordance with Article 1.3.1. In particular, the Price Bid shall be sealed without fail. In addition, envelope for Part I and Part II shall be marked **"PRICED DOCUMENT"** and **"UN-PRICED DOCUMENT"** on the upper right**.** On the Upper left of each envelope shall be marked "ITB No: KPJB-NR-2026-0170, Procurement and Installation of Electrical System for Security Post"

1.3.3 Quantity of Bid Documents

The bidder shall provide the bid for each group in the following quantities:

1. Part I Bid for Price (Priced):
   - One (1) original document (Price data)
2. Part II Unpriced Required Document:
   - One (1) original document

1.3.4 Modification of Bid

The bid shall be prepared without interlineations, alterations or erasures. However, if any corrections are necessary, each corrected part shall be sealed by a company seal for the domestic bidder or signed by an authorized representative for the foreign bidder.

1.3.5 Additional Documents

In no event shall any change to the bid or additional documents be accepted by KPJB during the bid evaluation period except for the following documents:

1. Documents for the bidder's clarification which do not change the substance of the bid submitted;
2. Documents concerning the extension of validity of the bid or the Security Deposit;
3. Documents which are requested in writing by KPJB for the bid evaluation.

1.3.6 Exceptions to ITB

1. If there are deviations and exceptions from the ITB, the bidder has to submit commercial and technical terms respectively in accordance with the format of ITB Part IV. Otherwise, bidder will be regarded as having accepted all commercial and technical terms. If KPJB regards deviations and exceptions proposed by the bid as a major issue based on KPJB assessment, it can be ground for rejection of the bid.
2. If the bidder takes exception to the Technical Specifications as provided in Chapter II of the ITB, he/she shall itemize the differences with sufficient explanation to enable KPJB to evaluate the suitability of the exceptions.
3. Deviations and exceptions to Article 2.6.1 and 2.6.2 of this ITB for price bidding are not permitted.

1.3.7 Alternative

1. The bidder is encouraged to submit an alternative when he/she considers the alternative to be an improvement or more economical. The alternative shall be prepared in such a manner that it can be easily distinguished from the main bid, and that all alternative matters, including prices, shall be stated therein with sufficient explanation as to the benefits of these alternatives. The alternative shall be submitted and will be treated under the same requirements and procedure as that of the main bid.
2. KPJB will select a successful bidder according to the evaluation result of the main bid.
3. In the event that a successful bidder has proposed the alternative bid, KPJB has the right to negotiate either the main bid or alternative bid for the Contract.

1.3.8 Validity of Bid

The bid, including the Price, shall be bound as a firm offer and valid unconditionally for a period of **two (2) months** after the closing date for receiving the bid document. In case that KPJB requests the bidder to change some contents of his/her bid in connection with bid evaluation or contract negotiation, KPJB's request shall not be regarded as a rejection of the bid. KPJB, if necessary, may request the bidder to extend the validity of the bid.

1.3.9 Contradiction of ITB or Bid

In the event that any contradictory or conflicting statement or figures in the ITB or the bids are found, those which treat an issue in more specific detail and greater depth shall prevail, unless otherwise clarified by KPJB or the bidder. If the bidder has questions about the meaning or interpretation of any part of the ITB, he/she may request KPJB's clarification in writing. KPJB will not be responsible for any verbal commitment.

1.3.10 Reference Data

Any publications, data or information included for reference in the bid shall not be considered as the contents of the official bid, unless otherwise commented upon by the bidder.

1.3.11 Signature or Affixing a Seal

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

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

1.4 Bid Evaluation and Contract Award

1.4.1 Criteria and Procedure of Bid Evaluation

KPJB will fairly evaluate the bid in terms of the criteria and procedure set forth in Section 2 Special Instruction of the Chapter I, and if necessary, internal regulations or procedure of KPJB.

1.4.2 Principle of not opening the contents of Bid Evaluation

The bid evaluation will be performed by KPJB and/or other entities designated by KPJB. The result of the bid evaluation made by KPJB shall be final and conclusive, and KPJB is not obliged to open to the public the matters concerning the evaluation unless required under the Government Procurement Regulation.

1.4.3 Clarification of Bid

KPJB may request the bidder to clarify the contents of the bid by letter, email or through a meeting during the bid evaluation.

1.4.4 Decision on the first negotiable Bidder

In case where the competitive bidding is effectuated by one (1) valid bidder or more, KPJB will decide as the first negotiable bidder the person whose bid meets the essential requirements of the ITB and is the most advantageous to KPJB.

1.4.5 Contract Negotiations and the Award of the Contract

1. If it is deemed necessary, KPJB shall have the right to open the contract negotiations including the contract price with the first negotiable bidder. In such a case, if the result of the negotiations is satisfactory to KPJB, the first negotiable bidder will be the successful bidder who is awarded the contract, but, if the result of the negotiations with the first negotiable bidder is not satisfactory, KPJB may proceed in the negotiations with the next placed bidder without any liabilities to the first negotiable bidder.
2. KPJB is entitled to adjust scope of supply, technical specifications, contract conditions and contract price during the negotiation period.
3. The successful bidder shall submit the required documents for entering into a contract and a list breaking down the calculations for a contract price within three (3) days after being informed of having been awarded the contract and enter into a contract by signing contract within five (5) days after being informed of having been awarded the contract. However, if the successful bidder cannot enter into a contract due to incidents of Force Majeure or cases which KPJB deems acceptable, those days where such incidents occurred shall not be calculated.
4. The bidder who is applicable under above, shall submit the Performance Bond for a contract and the required documents to KPJB not later than contract signing date.
5. If KPJB issues a written Authorization to Proceed (ATP) to Contractor with respect to all or part of the Work hereunder prior to the effective date of the contract, all provisions hereof shall apply to the Work to the extent of such ATP, and Work shall be deemed to have been performed under the contract.

2. Special Notices

2.1 Scope of Supply

The scope of supply under the contract through this bidding is provided specifically in Chapter II and III.

2.2 Delivery Schedule

Not later than **30 calendar days** after PO effective date.

2.3 Closing Date and Time for Receiving Bid document

The bid document shall be submitted **not later than 11.00 WIB, October 6, 2026**

2.4 Bidding Type

1. This bidding is a domestic open bidding under the qualification for participation in bidding.
2. This bidding is conducted under **one stage two cover bidding procedure** which separates between commercial & technical evaluation and price evaluation.
3. This bidding is conducted by negotiations.

2.5 Requirements for Bid Price

The bidder shall submit the total bid price of the scope of supply according to the requirements and conditions as stipulated by the ITB and the price lists for each item and each stage as required in the attached price lists of Chapter IV.

2.5.1 Bid Currencies

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

2.5.2 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.

2.5.3 Delivery Terms

The bid price shall be quoted as **DDP (INCOTERMS 2020)** at PLTU Tanjung Jati B Unit 3 & 4 Site.

2.5.4 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.

2.5.5 Other Terms

1. The bid price shall be submitted in compliance with the division of items as specified in bid format of ITB Chapter III and the bid for Commercial Terms. Any combination of an item unit is not permitted.
2. The supply of chemicals provided by subcontract of the bid shall be in compliance with Chapter II General Terms and Conditions for Contract.

2.6 Procedure and Criteria for Bid Evaluation

2.6.1 Procedure for Bid Evaluation

1. The bid evaluation will be conducted in **two (2) steps**:
   a. Unpriced Document Evaluation and;
   b. Detailed Evaluation.
2. Any of the following bidders as a result of the Preliminary Evaluation 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 Unpriced Document Evaluation, KPJB will inform bidders who do not pass of their failure to meet requirements of the bid.
4. Bidders who pass the Unpriced Document Evaluation shall be subject to the Evaluation.
5. The bid document which is disqualified in the Step I Evaluation shall be excluded from Step II Evaluation. KPJB may request clarifications on the contents of the bid by letter or through a meeting (if necessary). If the bidder

rejects KPJB's request for clarification, the bid document may be excluded from Step II Evaluation or be unfavorably evaluated.

6. The event that any increase/decrease to Bid Price is required during the Detailed Evaluation due to changes in the scope of supply, technical specifications, contractual terms and conditions and so on, the bidder shall submit the amount of increase/decrease within the deadline established by KPJB, using the prescribed form and enclosing it in a sealed envelope.

2.6.2 Criteria for Bid Evaluation

2.6.2.1 General Criteria

1. In the preliminary evaluation, KPJB will evaluate as to whether the bid's major deviations and exceptions, if any, are acceptable as well as whether each bid meets the essential requirements in the ITB such as technical specifications.
2. In the Detailed Evaluation, KPJB will select the most advantageous bid by economic evaluation of the bid price and the relevant costs including technical evaluation. In this regard, the evaluation factors shall be as provided in Article 2.7.2.2.

2.6.2.2 Bid Evaluation and Evaluation Factors

Major factors of bid evaluation are as follows:

1. Technical Evaluation
   - Scope of supply and Technical Differences
   - Brand and Model
   - Quality Assurance of chemicals and relevant services
   - Deviations and Exceptions to ITB's technical specifications
   - Other Required Matters
   - Delivery Schedule (how long delivery time PO is needed after PO effective date)
2. Commercial Evaluation
   - Deviations and Exceptions to General Terms & Conditions and Special Terms & Conditions
   - 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, Bidding under re-notification will be applied.

- Other required Matter

2.6.2.3 Bidding under the Re-notification

In the event that there is only 1 (one) 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.

2.7 Notice prior to Award

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

To: Ulfa Nikmatul Lutfiana (PIC RFQ No. KPJB-NR-2026-0170)
Finance & Administration Division PT.
KPJB PLTU Tanjung Jati B Unit 3 & 4
Desa Tubanan, Kecamatan Kembang, Kabupaten Jepara
Jawa Tengah, Indonesia 59475

PLTU Tanjung Jati B Unit 3 & 4
Desa Tubanan Kecamatan Kembang
Kabupaten Jepara Jawa Tengah
Indonesia 59475
Tel: 0291-427-0491 Fax: 0291-427-0601

CHAPTER II

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS FOR CONTRACT (GTC)

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:

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 for the purchases of the Equipment and/or services.
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. "Work" 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

PO effective date is 2 (two) days after PT. Komipo Pembangkitan Jawa Bali 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 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 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 for the foreign procurement:

Commercial Invoice: one (1) original and three (3) copies.

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

Packing List : one (1) full set of original and three (3) copies

Certificate of Manufacturer's Final Inspection : one (1) original and three (3) copies, not applicable

Certificate of Origin : one (1) original and three (3) copies, not applicable

Freight Forwarder's Certificate of receipt : one (1) original and three (3) copies, not applicable

Other documents as required by the P/O.

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.

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

P/O No. and L/C No. (if applicable)

Port of Export and Destination

Item No. and Description specified in the P/O and Quantity

Net and Gross Weight and Cubic Measurement

Origin

Caution Marks such as Fragile (if applicable)

Material Safety Data Sheets (MSDS) and other related document for Hazardous material.

Other Markings as required.

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

Article 8 – Liquidated Damages for Delayed Delivery

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

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

Article 9 – Performance Bond (if applicable)

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 (10) percent of the P/O price. The bond shall be valid until one (1) month after the expiry date of the warranty period or any extension thereof as provided in Article 10.

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 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 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 reperfomance at its own cost including transportation charges, duties, labor costs and removal costs incurred by such correction.

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

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

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

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

Article 11 – Liabilities

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

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

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

Article 12 – Quality Assurance and Inspection

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

12.2 Supplier's inspection of the Equipment is to be final, unless otherwise provided in the P/O. However, PT. KPJB reserves the right to inspect the Equipment and/or witness the testing upon reasonable advance notice to Supplier.

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

Article 13 – Taxes

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

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

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

13.4 Supplier shall be fully responsible for submitting the copy of tax payment evidence (SSP) for this P/O payment not later than 60 days after invoicing document received by KPJB. If not submitted by the supplier until due date of tax payment evidence (SSP) submssion, the supplier will be blacklisted and not be allowed to participate in any future bidding and/or procurement processed by KPJB.

Article 14 – Force Majeure

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 ten (10) percent of the total P/O price and work is not expected to be completed within the schedule hereunder; or

Supplier materially fails to perform any of its obligations hereunder and does not cure the default promptly.

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.

PLTU Tanjung Jati B Unit 3 & 4
Desa Tubanan Kecamatan Kembang
Kabupaten Jepara Jawa Tengah
Indonesia 59475
Tel: 0291-427-0491 Fax: 0291-427-0601

CHAPTER III

MATERIAL LIST

No.	Item Description	QTY	UNIT
1	Mobilization / Demobilization	1	Lot
2	Consumable	1	Lot
3	Post Total 4.2	1	Lot
4	Post Total 5	1	Lot
5	Post Total 6	1	Lot
6	Post Total 2	1	Lot
7	Post Limestone	1	Lot
8	Post Total 8	1	Lot
9	Post Second Gate	1	Lot

Note: Please use A4 paper for all document bidding

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Indonesia 59475
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CHAPTER IV
FORMS

4.1 Bid Form
4.1.1 Priced Document

PRICE QUOTATION

COMPANY LOGO>
Quotation
No:

No.	Item Description	QTY	UNIT	Price (IDR)	
				Unit Price	Total
1	Mobilization / Demobilization	1	Lot		
2	Consumable	1	Lot		
3	Post Total 4.2	1	Lot		
4	Post Total 5	1	Lot		
5	Post Total 6	1	Lot		
6	Post Total 2	1	Lot		
7	Post Limestone	1	Lot		
8	Post Total 8	1	Lot		
9	Post Second Gate	1	Lot		
Sub Total					
VAT (11%)					
Total Amount					

Term and Conditions:

1. Original certificate will be provided: **As-built drawing, and Test & commissioning report, and Electrical installation checklist, and Handover Report and warranty letter from supplier (1 year after installation and 1 year after material receiving by PT. KPJB).**
2. The above price are included delivery cost to warehouse of PT. KPJB
3. Please mention Certificate is required at the delivery time
4. Payment will be made by Telegraphic Transfer (T/T) within fourteen (14) days after invoice received, attached with delivery or work completion report issued by PT. KPJB.
5. Please mention Bank Account that will be used for payment (including Bank Name, Bank Address)

PLTU Tanjung Jati B Unit 3 & 4
Desa Tubanan Kecamatan Kembang
Kabupaten Jepara Jawa Tengah
Indonesia 59475
Tel: 0291-427-0491 Fax: 0291-427-0601

6. Please mention Name of Director

Place, [Month] [Date] [Year]
SIGN & COMPANY STAMP
DUTY STAMP / MATERAI 10000
Name
(Title)

PLTU Tanjung Jati B Unit 3 & 4
Desa Tubanan Kecamatan Kembang
Kabupaten Jepara Jawa Tengah
Indonesia 59475
Tel: 0291-427-0491 Fax: 0291-427-0601

4.1.2 Unpriced Quotation Documents Format

UN PRICE QUOTATION

<COMPANY LOGO>
Quotation No:

No.	Item Description	QTY	UNIT	Delivery Time
1	Mobilization / Demobilization	1	Lot	Not later than **30 calendar days** after PO effective date
2	Consumable	1	Lot	
3	Post Total 4.2	1	Lot	
4	Post Total 5	1	Lot	
5	Post Total 6	1	Lot	
6	Post Total 2	1	Lot	
7	Post Limestone	1	Lot	
8	Post Total 8	1	Lot	
9	Post Second Gate	1	Lot	

Term and Conditions:

1. Original certificate will be provided: **As-built drawing, and Test & commissioning report, and Electrical installation checklist, and Handover Report and warranty letter from supplier (1 year after installation and 1 year after material receiving by PT. KPJB).**
2. The above price are included delivery cost to warehouse of PT. KPJB
3. Please mention Certificate is required at the delivery time
4. Payment will be made by Telegraphic Transfer (T/T) within fourteen (14) days after invoice received, attached with delivery or work completion report issued by PT. KPJB.
5. Please mention Bank Account that will be used for payment (including Bank Name, Bank Address)
6. Please mention Name of Director

Place, [Month] [Date] [Year]
SIGN & COMPANY STAMP
Name
(Title)

1.2 KPJB Contractor Safety Rules

KPJB CONTRACTOR SAFETY RULES — **Revision 00**

ATURAN KESELAMATAN KERJA KONTRAKTOR KPJB — **06 – 03 - 2020**

1. CONTRACTOR SAFETY PLAN

Prior to beginning work, Contractor shall prepare and submit Contractor's Health and Safety Plan to HSE of KPJB according to Site Safety Rule and KPJB Policies. Contractor shall submit the following requirements:

2.1. Copy of signed PO/Work Order/Appointment Letter.

2.2. Company Permit or License by Government.
For special work (such as: underwater, radiography), contractor shall be completed with valid Company Permit or License by Government.

2.3. Work Instruction/Standard Operating Procedure (SOP).

2.4. Contractor should prepare work instruction or SOP which are detailed steps of how to conduct a specific job task and approved by KPJB Engineer's Representative.

2.5. Organization Chart.
Contractor should prepare Organization Chart including contact number of related personnel involved on project.

2.6. Schedule of Project.
Contractor should prepare work schedule approved by KPJB's Engineer Representative. In case there are any changes, updated schedule should be submitted.

2.7. List of Manpower.
- The contractor attaches list of workers and copy of workers' ID involved on the project (KTP/SIM). Copy of Passport, Working Visa for Expatriate workers.
- Minimum age of worker is 17 years old.
- SKCK (Police record) is required during Maintenance and Planned Outage of KPJB.

2.8. Health Statement Letter.
Hospital Record/Health Statement Letter from Hospital or *Puskesmas* is required for all involved workers; with statement letter's minimum validity is 1 (one) month.

2.9. Insurance.
All workers must be protected by insurance, at least BPJS *Ketenagakerjaan* and/or BPJS *Jasa Konstruksi* for certain time and specific work contract, complete with its payment evidence.

2.10. Personnel Competency and Certification.
Copy of workers' certificate shall be attached in accordance with the provisions:
- Driver License: SIM A, B, C.
- Operator License: forklift, lifting, gondola, rigger, crane, radiography.
- Welder.
- Scaffolding technician/operator and supervisor.

2.11. List of PPE, Tools and Emergency Equipment.
- Contractor is required to identify and prepare appropriate PPE. PPE must be in accordance with applicable standards and conditions in KPJB.
- Contractor shall provide safe and feasible tools and equipment's based on contract and scope of work.
- Contractor shall provide safety line/barricade, and safety sign refer to hazard identification.
- Contractor shall prepare emergency equipment to assist handling in certain conditions, i.e.: first aid box and initial fire handling, and so on.

2.12. Drawing / P & ID Diagram.
Contractor shall prepare project drawings or equipment's which have been approved by KPJB's Engineer Representative.

2.13. Risk Assessment.
Contractor shall conduct risk assessment and specific hazard control of conducted work in form of Job Safety Analysis (JSA). This document shall be approved by KPJB Engineer's Representative and HSE. JSA Document shall be informed to all involved workers.

2. SAFETY INDUCTION

2.1. Contractor shall ensure that all works have obtained KPJB's Safety Induction.

2.2. Safety Induction is conducted only after all Health and Safety Plan requirements have been fulfilled. Safety Induction is conducted based on designated schedule by KPJB's HSE.

2.3. Workers which have attended Safety Induction will get "Pass Safety Induction" sticker to easily identify.

3. PERSONAL PROTECTIVE EQUIPMENT

The contractor shall provide Personal Protective Equipment and long sleeve wear pack with contractor identification. Personal Protective Equipment shall be complying with relevant and applicable standards, including:

3.1. Safety helmets with chin strap, long sleeve wear pack/vests, safety shoes, and industrial safety glasses. Safety helmet color regulation in KPJB is:

Red	HSSE
Blue	Technical Advisor
Yellow	Contractor

3.2. Fall protection, safety body harness double hooks should be used for contractor's work in height risk or falling hazards area.

3.3. Other items of personal protective equipment shall be worn as required by risk assessment.

4. SECURITY AND ACCESS CONTROL

4.1. Enter and Exit access to Tanjung Jati B unit #3&4 Site is via Post Main Gate (PLN) and Security 2nd Gate (KPJB).

4.2. Contractors shall conduct registration for:

Yellow Visitor	Permitted only on Admin Building area;
Red Visitor	Permitted to enter site accompanied by KPJB's Employee (not permitted to conduct any works);
Workers' ID Card	Permitted to enter site and work according to approved PO

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4.3. Enter and Exit is permitted only in Daily working hour (Monday to Friday from 07.30 until 16.30).
4.4. Contractor shall apply Notification of Overtime which approved and signed by PLN and KPJB for any works conducted outside daily working hours.
4.5. For works which conduct in 24 hours' time schedule, Contractors shall regulate it into shift work system.
4.6. Contractor is permitted to enter the site only if have fulfilled following items:
- In a good/healthy condition.
- Attended Safety Induction,
- Obtain and/or change over the ID,
- Wearing proper PPE,

4.7. In case that Contractor need to enter or passing other Units aside from KPJB, they need to inform KPJB's HSE Division and follow the applicable procedures.
4.8. All vehicles must meet the requirements of applicable State Laws concerning safe operation (i.e. driver license, brakes, lights, etc.).
4.9. All personal cars must be parked in designated parking area, which is PLN parking area.
4.10. Three wheels, pickup, and other such vehicles are prohibited from being used to transport of people.
4.11. All vehicles shall be driven at speeds not to exceed the posted speed limit (20 km/h).
4.12. All entry and exit material shall be carried to KPJB Procedure's KPJB-0956-10 Security Procedure:
- All entry materials to KPJB should be completed with Delivery Instruction / PO / Delivery Order,
- All exit materials should be completed with Material Gate Pass,
- Documents and materials will be checked by Security Post Main Gate (PLN) and Security 2nd Gate (KPJB),
- Material entry and exit to/from KPJB should be on daily working hour Monday to Friday 08.00 until 15.00. In case material in/out is not in daily working hour, contractor should prepare notification.

4.13. Contractor shall be submissive and obedient to KPJB and PLN's applicable Security procedure.
4.14. Workers and Visitors are prohibited to carry or conduct: smoking, any weapons, narcotics and alcoholic beverages.

5. MECHANICAL & ELECTRICAL TOOLS

5.1. Contractor must ensure all tools and equipment's must be certified in good and safe condition. All safety devices are installed on all equipment's.
5.2. Contractor ensures equipment's operation shall be in accordance with manufacturer instructions.
5.3. Contractor ensures all broken equipment/tools are tagged or remove from working area so that it will not be used.
5.4. The Contractor's portable lights shall be not more than 50V and provided with transformers.
5.5. Portable Electric Tools and Equipment shall be double pole switched and generally shall be of Very Low Voltage type (less than 110V AC). Alternatively, if it is not possible for Portable Tools and Equipment to operate at Very Low Voltage and they are operated at 220-240V AC then protection by a Residual Current Device (RCD) shall be provided.
5.6. All portable tools and equipment utilized on outdoor construction / installation sites shall be protected by Residual Current Device (RCD).
5.7. RCD's shall be regularly tested to ensure correct operation and shall be provided with a test system for easy testing.
5.8. The Contractor's mechanical & electrical tools shall be registered to Engineer's Representative, and have passed a Portable Mechanical & Electric Tools Test and be suitably tagged before allowed to use on site refers to KPJB Procedures Mechanical Electrical Tools Inspection.
5.9. Installation of leads and cord shall be in proper installed to avoid tripping hazard and run over by vehicle/equipment.
5.10. Prohibited to use double adaptor/plug, piggyback adaptor, and non-industrial electric multi socket (without fuse protection).
5.11. Portable mechanical & electric tools test carried out by KPJB Mechanical & Electrical tools inspector and contractor engineer.
5.12. Portable electric panel distribution board must be equipped with RCD, waterproofing, industrial type plug socket, refers to Indonesian PUIL standard.
5.13. Electric Tools and Equipment that are not in use shall be unplugged and the cables tidied to ensure no tripping hazards.
5.14. If a fuse blows or an RDC is tripped, the Contractor's shall investigate the root cause and report the incident to the Engineer's Representative. If the problem is repeated, the Contractor's personnel shall cease work using the tools and equipment and Contractor's Supervisor shall request an electrician to attend and repair the fault.
5.15. The contractor shall ensure that all gas cylinders for cutting and welding are placed on rack and fitted with suitable Flashback Arresters.
5.16. Lifting tool and lifting tackle shall comply with Indonesian regulation in respect of the examination, test and maintenance record requirements.

6. SAFETY OFFICER / SAFETY MAN

6.1. Contractors are mandatory to appoint Safety Officer/Safety Man which responsible during

period of work to ensure all works are conducted safely and based on procedure. For specific work regulated as follows:

- One safety man for 20 employees is under the control of the contractor (either directly or as sub-contractors). This is also applies into multiples employees amount under control of the contractor.
- Working condition is conducted within 24 hours.
- Working condition which categorized as high risk work such as:
  - Confined space work;
  - Work on flammable area such as on Crusher, Tripper, H2 Plant, and Fuel Oil.
  - Work on hot and high pressure pipe.
  - Under water work.

6.2. The Safety Man / Safety Officer should be:

- Minimum certificated of *AK3 Umum*.
- Understand with the relevant safety, health and environment regulation in Power Plant or Similar Industry.
- Be capable of advising the contractor on the most appropriate control measures and systems of work in order to minimize risk.

7. GENERAL SITE SAFETY

7.1. Contractor is obligated to complete all Permits to Work (PTW) and Safety Permit Form.

7.2. Contractor is obliged to conduct briefing before start working. Risk and potential hazard on working area shall be informed to all workers during briefing session.

7.3. Contractor shall prepare barriers that prevent unauthorized personnel from entering the work site.

7.4. Contractors prepare sign, PPE instruction, and requirements needed to enter the work area.

7.5. Contractor shall ensure machines and equipment are operated only by those who have been authorized and trained.

7.6. Contractor must prepare safe and adequate lighting and ventilation at work site.

7.7. Contractor shall ensure work area clean, tidy and safe. Loose materials, rubbish, tools and equipment placed around the work site shall be kept to a minimum to reduce of hazards.

7.8. Contractor must protect the material/tools from falling while working at height and install warning signs.

7.9. Contractor must ensure no exposed holes be left unattended at any time unless a fence can be erected strong enough to prevent a person falling into the hole.

7.10. Contractor must ensure the walk way and stairways kept clean and free from obstructions. In addition, free access must always be maintained to safety showers, eyewash, and fire protection systems.

7.11. Contractor shall ensure all equipment's/tools shall be inspected periodically and maintained in proper working condition. Any defect must be tagged: "do not use" and remove from service.

7.12. Where the Contractor is required to perform welding, it is responsible for ensuring adequate screens are provided and maintained to protect passers-by from the electric arc and also from spatter produced by the welding process.

7.13. Contractor should equip fire extinguisher at work place as well as should training to easily utilize by any kind of contractor employees.

7.14. Contractor should thoroughly check and make a plan against any gas leakages before and after work prior to in connection with gas work, hermetical place work, welding work, to prevent fire from flammable hazard.

7.15. Contractor should not use firefighting system as any other purposes during work period, such as cleaning, etc.

7.16. KPJB does not permit the smoking of tobacco, in any form, by its workers, contractors in KPJB workplaces. Smoking permitted only in designated / permitted areas.

7.17. Prohibited to take picture and/or video without permission on work location. Picture and video only permitted only for work report.

7.18. Equipment and tools must be returned to their designated storage areas after use.

7.19. Contractor shall be responsible for any damage or loss of the TJB 3&4 asset that is caused by the Contractors, its personnel and its sub-contractors.

7.20. Contractor must complete the Safety Permit Form before performing high risk work, including:

- Confined Space Work
- Welding / Hot Work
- Work at Height
- Lifting Material
- Excavation Work
- Work Surface Water and Under Water
- Radiography
- Work with Chemical Hazard
- Work with Electrical Hazard

8. MATERIAL HANDLING AND STORAGE

8.1. Contractor has responsibility to ensure maximum safety in handling, moving, loading, and unloading materials.

8.2. Special lifting tools shall be operated by authorized as well as competence personnel and based on its function.

8.3. All materials stored in tiers shall be secured to prevent sliding, falling, or collapse.

8.4. Flammable and Combustible Materials shall be stored with due in regard to their fire characteristics. Flammable and combustible material shall only be stored in approved containers and in appropriate quantities for the job site use.

9. HAZARDOUS MATERIALS AND MATERIAL SAFETY DATA SHEETS (MSDS).

9.1. Contractor shall provide a Materials Safety Data Sheet (MSDS) for all chemicals, and lubricants that will be intend to use in the performance of work.
9.2. Contractor shall follow the requirements for storage, handling, and disposal of materials as set by the Engineer's Representative (Chemist/Warehouse/HSE) Division.
9.3. Contractor ensures all chemicals must be stored, labeled, covered or inside at all times in approved containers and labeled as to contents.
9.4. All contractor employees must use proper protective clothing and equipment to prevent contact with hazardous chemicals.

10. DISPOSAL OF HAZARDOUS AND NON-HAZARDOUS WASTE

10.1. Contractor shall be responsible for the correct disposal of all waste generated in undertaking the work.
10.2. Contractor shall analyze any waste generated by his work to identify and determine whether the waste is to be categorized as B3 or not, based on the B3 waste table listed in Government Regulation PP 101 of 2014 concerning B3 waste management.
10.3. Contractor shall handle all B3 class wastes in a proper way that shall not contaminate the environment refer to KPJB Waste Handling Procedure KPJB-0957-03 Waste Management (Hazardous and Non Hazardous) and shall be actively coordinate with Environment Engineers of KPJB HSE Division.

11. SAFETY AND ENVIRONMENT CLEARANCE

Work is considered complete only if contractors have fulfilled following items:

11.1. Conduct Safety Clearance including prepare OSH report covering PTW Clearance, total working hours and Unsafe/Near-miss/Injuries (If any).
11.2. Clean work area from residual work activity including dispose trash/waste accordance with KPJB's Procedure KPJB-0957-03 Waste Management.
11.3. All equipment's, materials and other facilities belong to Contractors shall be immediately removed from working site.

12. EMERGENCY CONDITION

In an emergency condition, the contractor must play an active role in handling the initial emergency condition to prevent greater damage to assets and prevent accidents or fatality in accordance with their capabilities. Steps that can be taken by the contractor include:

12.1. Immediately notify Central Control Room (Ext: 20000). Inform clearly:
- Reporter's identity,
- Location,
- Emergency condition (incident, fire, equipment failure, victims, etc.).

12.2. Contractor performs emergency handling if have ability and safe to do (activate fire alarm, initial fire extinguishing, basic first aid, etc.).
12.3. Contractor ensures their employee immediately go to the nearest assembly point, follow the sign or directive of evacuation officer.
12.4. Contractor ensures that their workers get adequate first aid if any of their workers have a work accident, and help refer them to the hospital if needed.

13. HEALTH, SAFETY AND ENVIRONMENT VIOLATION SANCTION

Sanctions will be given to Contractors who violate the regulation of Safety and Environment Procedure, during normal or emergency working activity in KPJB area. Sanction as follows:

13.1. Direct Warning (1st Warning).
Direct Warning & 1st warning letter is given to Contractor who violates Health, Safety and Environment regulation stated on KPJB Contractor Safety Rules.
13.2. 2nd Warning.
Official 2nd Warning Letter will be issued to Contractor in which during the same contract period, Contractors violate the regulation as stated on KPJB Contractor Safety Rules. Contractors also obliged to replace work supervisor and workers are given sanction and shall be put into blacklist workers/contractors and not allowed to conduct any works in KPJB area for 1 (one) Year.
13.3. 3rd Warning Letter and Black List
Third Warning Letter and Black List will be issued to contractors in which on the same contract period have conducted violation toward these regulations for the 3rd times and reinforced by valid violation evidences, KPJB will give sanction in form of Black List Contractors and not allowed to conduct any work/procurement of Service or Material in KPJB for 1 (one) Year.

14. ATTACHMENT

14.1. KPJB – 0956 – 05 – 10 – FM – 01 Checklist Contractor Document Requirement

Term of Reference
Procurement and Installation of Electrical System for Security Post

1. Background

To improve the safety, reliability, and compliance of the electrical installations at security posts within PT. KPJB Tanjung Jati B Power Plant Units 3 & 4, procurement and installation works are required to normalize the existing electrical systems and lightning protection system.

The current installations at several security posts have shown deterioration and non-compliance with applicable electrical standards, creating potential risks of electrical shock, short circuits, fire, equipment failure, and operational disruptions.

Therefore, PT. KPJB intends to procure a qualified contractor to perform the procurement, installation, testing, and commissioning of the electrical systems at the designated locations.

2. Work Scope

2.1. Pre-Survey

Conducting a preliminary survey before the project commences to evaluate the site conditions and identify project requirements.

2.2. Material and Service Procurement

The Contractor shall be responsible for the procurement and supply of all materials, equipment, tools, and services necessary to complete the work in accordance with the Scope of Work and Technical Specifications.

Detailed information regarding the required materials, quantities, technical specifications, and service requirements is provided in the attached appendix. The Contractor shall review the appendix thoroughly and ensure that all materials and services supplied fully comply with the specified requirements.

Any deviation from the specified materials or services shall be subject to prior written approval from PT. KPJB before procurement or installation.

2.3. Installation

The Contractor shall perform all installation works necessary to complete the electrical system upgrade for the designated security posts in accordance with the approved drawings, technical specifications, applicable standards, and PT. KPJB requirements.

The installation work shall include, but not be limited to, the following activities:

- Removal and disposal of existing obsolete or damaged electrical installations.
- Installation of electrical conduits, cable trays, and cable support systems.
- Installation of power and lighting cables.
- Installation of distribution boards/panels, circuit breakers, and associated electrical protection devices.
- Installation of LED lighting fixtures, switches, socket outlets, and electrical accessories.
- Installation and connection of grounding (earthing) systems.
- Normalization and improvement of the lightning protection system at the Second Gate Post.
- Cable termination, wiring, and equipment connections.
- Identification and labeling of cables, panels, and electrical equipment.
- Functional testing of all installed electrical systems.

- Restoration of walls, ceilings, floors, or other affected areas after installation work.
- Site cleaning and removal of all waste materials upon completion of the work.

Installation Requirements;

- All installation work complies with the latest edition of PUIL (Persyaratan Umum Instalasi Listrik), applicable SNI, IEC standards, and PT. KPJB technical requirements.
- All materials used are brand new, genuine, and approved by PT. KPJB prior to installation.
- Installation is carried out by qualified and competent personnel under the supervision of a certified Electrical Supervisor.
- All electrical work is performed under an approved Permit to Work (PTW) and Lock Out Tag Out (LOTO) procedure where applicable.
- Testing and commissioning are conducted before energizing the system.
- As-built drawings are updated to reflect the final installed condition.
- The completed installation is free from defects and ready for safe and reliable operation before handover.

2.4. **Commissioning and Testing**

Performing thorough testing of all installed components to ensure their optimal performance and functionality.

2.5. **Documentation**

Delivering comprehensive documentation, including "as-built" drawings, layout and wiring diagrams, user manuals, and installation guides.

3. CSMS Risk Level:

- ☐ 1. Low
- ☐ 2. Moderate
- ☐ 3. High
- ☐ 4. Very High
- ■ 5. Extreme

4. Bidder Qualification

4.1. Contractor Qualification

a. General Requirements

- Be a legally registered business entity in Indonesia.
- Possess a valid Business Identification Number (NIB).
- Hold a valid Business License appropriate for electrical installation/construction services in accordance with applicable Indonesian regulations.
- Have a valid Taxpayer Identification Number (NPWP).
- Have adequate financial capability to execute the project.
- Not be under bankruptcy, liquidation, or legal dispute that could affect project execution.

b. Technical Experience;

The Contractor shall have:

At least five (5) years of experience in electrical installation projects.

Experience in one or more of the following: Industrial electrical installations; Power plant electrical systems; Commercial or infrastructure electrical projects; Grounding systems; Lightning protection systems; Electrical panel installation; Lighting systems; Testing and commissioning of electrical installations

4.2. Manpower Qualification

Experts and skilled personnel required for the implementation of this work:

No	Position	Qualification	Minimum Work Experience
1	Project manager	Bachelor's Degree in Electrical Engineering or equivalent	Minimum 5 years of experience in managing industrial electrical installation projects, including at least 3 similar projects in power plants, industrial facilities, or infrastructure projects.
2	Electrical Supervisor	Diploma in Electrical Engineering or equivalent with electrical competency certification	Minimum 5 years of supervisory experience in electrical installation works, including cable installation, panel installation, lighting systems, grounding, and lightning protection systems.
3	HSE Officer	Certified General Occupational Safety Expert (AK3 Umum) or equivalent HSE certification	Minimum 3 years of HSE experience in construction or industrial projects. Experience in power plant projects is preferred.
4	Electrical Technician	Vocational School (Electrical) or equivalent	Minimum 2 years of experience in electrical installation works.
5	Helper / General Worker	Minimum Senior High School or equivalent	Minimum 1 year of experience supporting electrical installation or construction activities.

5. Delivery of material and/or services

5.1. Required date is **30 Day after issuing PO**

5.2. Delivery point is KPJB's Warehouse for material receive, PLTU Tanjung Jati B Unit 3&4, Jepara, Central Java, by Letter Delivery.

5.3. Project Completed by Work Completion Report.

6. Supporting Tools and Material

Material and tools required to complete the work mention above, listed below:

No	Material/Tools	Provided by	
		Contractor	PT. KPJB
1	Power supply		√
2	Temporary loading area		√
3	Service water		√
4	Tools set and special tools	√	
5	Lifting tools	√	
6	Scaffolding	√	
7	Portable electrical panel box	√	
8	Lighting	√	
9	Consumable material and painting	√	
10	Pressurized air	√	

11	Transportation	√	
12	Personal Protective Equipment	√	
13	Safety device	√	

7. Health Safety and Environment Aspect

At the time of execution of work within the unit, rules have to be follow as:

- Contractor is obliged to take care of the safety permit and working permit, making HIRAC related to the whole work
- Provide safety equipment (APD), such as seat belts, helmets, masks, etc. and follow the regulations K3 in the environment PT. KPJB
- Any work that uses fire or can create sparks must be under the supervision of the safety officer and has obtained a hot work permit from HSE
- Unregistered employees are not allowed to perform work in the area
- Contractor shall provide a fabrication and personnel resting place at the place designated place by PT.KPJB.

8. Waste Material Handling

Contractor is responsible for handling the wasted material as follow:

- Identify the type of waste that arises as a result of the work
- To cooperate with PT. KPJB related to wasted handling materials.
- The project/ work is declared completed if all un-used and wasted material of work activity has been clear up or handle as directed by PT.KPJB.
- If the remaining material included in classification of B3 waste class shall be managed in accordance with applicable legislation

9. Requirement of Documents

Within delivery the materials, supplier should submit documents as follow:

9.1. Original COM issued by manufacturer.

9.2. Warranty letter for 1 year from Supplier.

10. Technical Specification

10.1. All of technical specification should be comply with determined specification, cannot be changed, no crack, should be new 100%, genuine, no defect, and can be used properly.

10.2. In the case PT KPJB decline the delivered material, supplier should replace the material. If supplier can't replace it, they will be penalized in accordance to General Term & Condition (GTC) of the PO.

11. Acceptance Criteria

11.1. Delivery time complies.

11.2. All delivered materials are in accordance to the PO requirement, specification and condition of the TOR.

11.3. All of required document are fulfilled.

12. Standard of Quality

The quality of the material and/or services should comply with standards, codes, manufacturer specifications, and user requirements.

13. Warranty

Generally, if it isn't mentioned in another clause, supplier should warrant the material for 3 year after material being receiving by PT. KPJB.

14. Material Technical Data Sheet

-

15. Picture

-

16. Drawing

- Awarded vendor should submit installation drawing, schematic drawing and as-built drawing

17. Others

17.1. "Aanwijzing" Process is needed.

18. Attachment

Material and Service List

Material and Service ListProcument and Installation of Electrical system for Pos Security Unit 3&4 PLTU Tanjung Jati B

No	Item Description	QTY	Unit
A	**Mob / Demob**	1	Lot
	Sub Total A		
B	**Consumable**		
-	Sarung Tangan	28	Pack
-	Air Minum	21	Galon
-	Mata Cutting 4 inc	7	Pack
-	Kuas	7	Pack
-	Roll	7	Pack
-	Masker	14	Pack
-	Skun	7	Set
-	Isolasi	14	Pcs
	Sub Total B		
C	**Pos Total 4.2**		
1	**Material**		
-	RCBO 6 A (schneider)	1	Pcs
-	Inbow dus saklar	1	Pcs
-	Inbow dus top kontak	1	Pcs
-	Sklar tunggal merk Panasonic	1	Pcs
-	Stop kontak merk panasonic	1	Pcs
-	Box MCB 4 grup merk presto	1	Pcs
-	Kabel NYYHY 2.5 mm x 3 pos 4.2 to H2 Plan 60 M	60	m
-	Conduit PVC 3/4" Inc. Fleksible	35	m
-	Conduit Galvanis 3/4" Inc. Fleksible	25	m
-	lampu 15 watt (Philips)	1	Pcs
2	**Jasa**		
1	Penggalian Tanah Pulling Cable	35	m
2	Pengurukan & Pemadatan Galian	35	m
3	Pulling Cable	60	m
4	Pemasangan Conduit	60	m
5	Installasi RCBO, Saklar, Lampu, Terminal	1	Lot
6	Pembongkaran Aspal	8	m
7	Pengecoran Aspal	8	m
8	Pembobokan Dinding	1	Lot
	Sub Total C		
D	**Pos Total 5**		
1	**Material**		

-	RCBO 6 A (schneider)	1	Pcs
-	Inbow dus saklar	1	Pcs
-	Inbow dus top kontak	1	Pcs
-	Sklar tunggal merk Panasonic	1	Pcs
-	penggantian stop kontak merk panasonic	1	Pcs
-	Box MCB 4 grup merk presto	1	Pcs
-	Kabel NYYHY 2.5 mm x 3 pos 4.2 to H2 Plan 60 M	30	m
-	Conduit PVC 3/4" Inc. Fleksible	10	m
-	Conduit Galvanis 3/4" Inc. Fleksible	20	m
-	lampu 15 watt (Philips)	1	Pcs
2	**Jasa**		
1	Penggalian Tanah Pulling Cable	20	m
2	Pengurukan & Pemadatan Galian	20	m
3	Pulling Cable	30	m
4	Pemasangan Conduit	30	m
5	Installasi RCBO, Saklar, Lampu, Terminal	1	Lot
6	Pembobokan Dinding	1	Lot
	Sub Total C		
E	**Pos Total 6**		
1	**Material**		
-	RCBO 6 A (schneider)	1	Pcs
-	Inbow dus saklar	1	Pcs
-	Inbow dus top kontak	1	Pcs
-	Sklar tunggal merk Panasonic	1	Pcs
-	Stop kontak merk panasonic	1	Pcs
-	Box MCB 4 grup merk presto	1	Pcs
-	Kabel NYYHY 2.5 mm x 3 pos 4.2 to H2 Plan 60 M	112	m
-	Conduit PVC 3/4" Inc. Fleksible	102	m
-	Conduit Galvanis 3/4" Inc. Fleksible	10	m
-	lampu 15 watt (Philips)	1	Pcs
2	**Jasa**		
1	Penggalian Tanah Pulling Cable	22	m
2	Pengurukan & Pemadatan Galian	22	m
3	Pulling Cable	112	m
4	Pemasangan Conduit	112	m
5	Installasi RCBO, Saklar, Lampu, Terminal	1	Lot
6	Pembongkaran Aspal	80	m
7	Pengecoran Aspal	80	m
8	Pembobokan Dinding	1	Lot
	Sub Total E		

F	**Total 2**		
1	**Material**		
-	RCBO 6 A (schneider)	1	Pcs
-	RCBO 16 A (schneider)	1	Pcs
-	Box MCB 4 grup merk presto	1	Pcs
-	Fitting Lampu	1	Pcs
-	Saklar engkel + Stop Kontak Arde OB CW11 Waterproof Iterno Mc	1	Pcs
2	**Jasa**		
1	Penggalian Tanah Pulling Cable	22	m
2	Installasi RCBO, Saklar, Lampu, Terminal	1	Lot
	Sub Total F		

G	**Limestone**		
1	**Material**		
-	RCBO 6 A (schneider)	1	Pcs
-	Inbow dus saklar	1	Pcs
-	Inbow dus top kontak	1	Pcs
-	Sklar tunggal merk Panasonic	1	Pcs
-	Stop kontak merk panasonic	1	Pcs
-	Box MCB 4 grup merk presto	1	Pcs
-	Kabel NYYHY 2.5 mm x 3 pos 4.2 to H2 Plan 60 M	20	m
-	Conduit PVC 3/4" Inc. Fleksible	16	m
-	Conduit Galvanis 3/4" Inc. Fleksible	4	m
-	lampu 15 watt (Philips)	1	Pcs
2	**Jasa**		
1	Penggalian Tanah Pulling Cable	8	m
2	Pengurukan & Pemadatan Galian	8	m
3	Pulling Cable	20	m
4	Pemasangan Conduit	20	m
5	Installasi RCBO, Saklar, Lampu, Terminal	1	Lot
6	Pembobokan Dinding	1	Lot
	Sub Total G		
H	**Total 8**		
1	**Material**		
-	RCBO 6 A (schneider)	2	Pcs
-	Box MCB 4 grup merk presto	1	Pcs
-	Lampu 15 watt	2	Pcs
-	Pitingan Lampu	2	Pcs
2	**Jasa**		
-	Installasi RCBO, Saklar, Lampu, Terminal	1	Lot
	Pembobokan Dinding	1	Lot
	Sub Total H		
I	**2nd Gate**		
1	**Material**		
	Kabel grouneding untuk banguan 2nd gate 20m dengan ukuran 50mm	20	m
	klem 50mm	4	Pcs
	Skun 50mm	8	Pcs
	Box terminal penyalur petir	2	Pcs
	klem dinding	1	Lot
	bobok beton dan tanah	1	Lot
	pengantian kabel grounding kanopi ukuran 50 mm	15	M

	skun 50 mm	2	2
	Klem grounding	2	2
2	**Jasa**		
-	Installasi Kabel grounding	1	Lot
Sub Total I			

GENERAL TERMS AND CONDITIONS FOR CONTRACT (GTC)

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:

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 for the purchases of the Equipment and/or services.
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. "Work" 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
PO effective date is 2 (two) calendar days after PT. Komipo Pembangkitan Jawa Bali 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 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 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 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, 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, not applicable
G. Other documents as required by the P/O.

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 fourteen (14) days after the delivery date, unless otherwise provided herein.
6.4 In case L/C payment, Supplier shall submit the original copy of the transport documents listed above to the bank according to the L/C conditions and the copies of them shall be sent to PT. KPJB promptly. One (1) copy of the above documents shall be additionally enclosed in each package of the Equipment.
6.5 In case of Bank Account Transfer Payment for local procurement, the payment will be made by PT. KPJB within fourteen (14) days after invoice received by PT. KPJB after delivery or work completion.
6.6 Unless otherwise provided in the P/O, supplier shall bear any kind of banking charges and other expenses incurred in connection with the payment.

Article 7 – Delivery Terms and Shipment
7.1 Unless otherwise provided in the P/O, the delivery of the Equipment shall be effected hereunder in terms of Delivery to the designated place of the Power Plant site for local procurement, or FCA named place by PT. KPJB or a freight forwarder selected by PT. KPJB for the foreign procurement.
Supplier shall arrange shipment of the Equipment through PT. KPJB's freight Forwarder, if Supplier fails to do so and excess expenses are incurred to PT. KPJB thereby, he/she shall reimburse such expenses within thirty (30) days after PT. KPJB's request for payment.
7.2 Supplier shall notify PT. KPJB and the freight forwarder of delivery or shipping readiness by telefax or by any other official letter at the latest fifteen (15) days prior to readiness so that PT. KPJB may arrange the shipment and insurance coverage. Such notice shall include a port of loading, shipping items, total tonnage, cubic measurement, invoice amount and expected delivery date.
7.3 For foreign procurement, Supplier shall pack the Equipment in accordance with the best export-packing practices to prevent physical and environmental damage. Supplier shall be liable for any loss or damages caused by inadequate packing.
7.4 Any proper handling caution marks or instructions and the following information shall be durably marked on the surface of the package.

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

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

Article 8 – Liquidated Damages for Delayed Delivery
8.1 In the event that, for reasons attributable to Supplier and not excusable under Article 11, the delivery of any item of the Equipment is delayed beyond the delivery date provided in the P/O, Supplier shall pay liquidated damages to PT. KPJB, not as a penalty, in an amount of zero point one (0.1) percent of total contract amount for each day of delay unless otherwise provided in the P/O. The liquidated damages shall not exceed five (5) percent of the total P/O price.
8.2 PT. KPJB is entitled to deduct liquidated damages from any payment due supplier.

Article 9 – Performance Bond (if applicable)
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 (2) months 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 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 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 reperfomance at its own cost including transportation charges, duties, labor costs and removal costs incurred by such correction.
10.3 In the event that PT. KPJB decides not to correct or partially correct the defect, Supplier shall refund an equitable amount to PT. KPJB through mutual agreement.
10.4 If supplier fails to correct the defect as provided herein, PT. KPJB may reject the defective Equipment and procure the similar equipment elsewhere. In such event, Supplier shall return the amount paid by PT. KPJB and be liable for any excess costs incurred by PT. KPJB for such procurement.
10.5 The warranty period for the Equipment or Services corrected shall be extended by twelve (12) months from the completion date of such correction.
10.6 The warranties provided herein are exclusive and no other warranties shall apply.

Article 11 – Liabilities
11.1 Supplier shall be liable to and indemnify PT.KPJB for any injuries to person or property and, at its own expense, defend and hold PT. KPJB harmless against and from any claims or court actions raised by a third party, arising in connection with the performance of the Contract, to the extent they are derived from any fault, negligence, omission or willful action of Supplier or Sub-supplier.
11.2 Supplier's total liability for all claims hereunder, except those based on the title and patent infringement, shall not exceed the total P/O price.
11.3 Supplier shall not be liable for consequential or indirect damages.

Article 12 – Quality Assurance and Inspection
12.1 Supplier shall maintain a quality assurance program and be responsible for the testing and inspection of the equipment, at its own cost, in accordance with the applicable codes and standards and the requirement hereunder. Supplier shall retain quality – related records for the minimum retention period as required by the applicable codes and standards.
12.2 Supplier's inspection of the Equipment is to be final, unless otherwise provided in the P/O. However, PT. KPJB reserves the right to inspect the Equipment and/or witness the testing upon reasonable advance notice to Supplier.
12.3 Supplier shall deliver the Equipment which has complied with testing and inspection and issue a duly signed certificate of inspection for the Equipment.

Article 13 – Taxes
13.1 The Contractor shall be responsible for the payment of all Taxes, fees and assessments imposed or assessed by all local, state or national government authorities outside the Republic of Indonesia.
13.2 Company shall pay all taxes levied by local, state or national government authorities inside the Republic of Indonesia in connection with the performance of the Work under this Contract.
13.3 Each Party shall furnish to the other Party such information, notices, filings and receipts relating to taxes and duties as the other Party may reasonably request.
13.4 Supplier shall be fully responsible for submitting the copy of tax payment evidence (SSP) for this P/O payment not later than 60 days after invoicing document received by KPJB. If not submitted by the supplier until due date of tax payment evidence (SSP) submssion, the supplier will be blacklisted and not be allowed to participate in any future bidding and/or procurement processed by KPJB.

Article 14 – Force Majeure
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;

A. 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
B. Supplier materially fails to perform any of its obligations hereunder and does not cure the default promptly.
C. If delivery time and/or work completion date exceeds more than 50 calendar days delay or if the penalty amount has exceeded the Performance Bond amount, then:
D. PT. KPJB can terminate the PO or Contract unilaterally, and the Performance Bond will be redeemed and the supplier will be proposed in the blacklist supplier, or
E. KPJB can be consider giving the supplier as additional opportunity to complete the deliver and/or the work, but a maximum penalty for delay will be imposed on the supplier.

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.

GENERAL TERMS AND CONDITIONS (GTC)

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 Services as specified in the P/O, to which PT. KPJB and Contractor shall be bound.

Article 1 – Definitions

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

A. "Company" means PT. KOMIPO PEMBANGKITAN JAWA BALI which purchases theServices hereunder, and which expression shall include its legal representatives, authorized agents, successors, and assignees.

B. "Contractor" means the person, corporation, legal representatives and/or authorized agents that provide the Services under contract.

C. "Contract" means the contract entered into by and between the parties, which concludes the P/O placed by Company and acknowledged by Contractor for the purchases of the services.

D. "Party" means either Company or Contractor as the case may be. "Parties" means both Company and Contractor.

E. "Services" means everything required to be done or furnished by Contractorunder the Contract as shown or described under the Contract.

F. "Work" means all of the obligations and responsibilities to be performed by Contractor hereunder, including the supply of theServices.

Article 2 – Effectiveness of the P/O

The P/O becomes effective when Contractor acknowledged the acceptance of the P/O placed by Company, which constitutes the Contract between the Parties. Unless Contractor acknowledged the acceptance withinten (10) days after receipt of the P/O, Company 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 The Contract is intended to be interpreted as a consistent and compatible whole. If, however, an unintentional ambiguity or conflict is discovered between separate provisions contained herein, Company and Contractoragree to resolve such conflicts by application of the following in order of precedence:

(1) Amendments/Revisions to the Contract
(2) Pricing Data
(3) Technical Specification (Special Conditions) and subsequent Addenda
(4) General Terms and Conditions
(5) Supplemental Terms and Conditions

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

Article 4 – General Provisions

4.1 The period stated in number of days or months shall include Saturday, Sunday and holidays, and if any specific day falls on Sunday or a holiday, the day shall be postponed to the first following business day.

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

4.3 Contractor shall be fully responsible for the wok performed by its subcontractor.

Article 5 – Changes

5.1 Company may at any time direct in writing changes in any one or more of the following:

(1) Drawings or technical specifications.
(2) Additions to or deletions from quantities and Service item(s) ordered.
(3) Duration of Service.
(4) Scope of Works.
(5) Job site.

5.2 If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the Service, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Contract shall be modified by written amendment executed by the parties authorized representatives. The charge or credit for any such changes affecting the Contract Price shall be determined, at mutual agreement, by any of the following methods:

(1) Agreed upon lump sum price,
(2) Unit price agreed upon in writing,
(3) Cost plus provision if specified in this Contract.

5.3 In those instances where Company requests to order a change on a lump sum price basis, Contractor shall submit a quotation for approval covering any change which affects this Contract Price, and if any change does not affect the Contract Price, Contractor shall so acknowledge in writing.

5.4 Any claim by the Contractor for adjustment under this clause must be asserted within thirty(30) calendar days from the date of receipt by the Contractor of the notification of change. The Contractor shall promptly proceed with the service as changed after all adjustments are made or at such other time as the parties may agree.

5.5 This Contract may not be altered, modified, revoked or cancelled in any way unless such alteration, modification or cancellation is in writing signed by or on behalf of the Parties

Article 6 – Price and Payment

6.1 Contract amount shall be firm and fixed price for the entire Contract duration and is not subject to fluctuations.

6.2 The Contract amount shall be paid by means of either telegraphic transfer(T/T) net 30 days or irrevocable unconfirmed Letter of Credit(L/C), as agreed to between the parties, to Contractor against the Contractor's presentation of the following documents.

(a) Commercial Invoice: one(1) original and three(3) copies
(b) Certificate as required in the Contract
(c) Other documents as required n the Contract

6.3 Unless otherwise provided in the P/O,Contractor shall bear any kind of banking charges and other expenses incurredin connection with the payment.

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

Article 7 – Completion of Service

7.1 Timely completion of the Service in accordance with the Technical Specification and Pricing Data is essential to this Contract. However, Contractor will not be liable for delays in performing its obligation to the extent the delay arises out of causes beyond Contractor's reasonable control, such as acts of God, storms or floods, government priorities, acts of civil or military authorities, fires, strikes, epidemics, war or riots. Contractor shall provide Company within seven (7) days of the commencement of such excusable delay, with written notice of the cause and extent thereof as well as a request for schedule extension for the estimated duration thereof, and provide Company within seven (7) days of the cessation of the event causing delay with written notice of the actual delay incurred.

7.2 Notice of delays attributable to causes beyond Contractor's reasonable control must contain suitable evidence of such causes or verification by a suitable government agency. If Company determines that the facts justify an extension of time, the Contract will be modified accordingly, in writing, by an amendment/revision. It shall be understood that any such delay shall affect only the part or parts of the Work directly involved. If Company determines that the facts do not justify an extension of time, such request of the Contractor will be denied. Company's findings of fact for either determination will be delivered to the Contractor.

7.3 Without limiting any rights or remedies which Company may have under this Contract or under any law, Contractor shall be liable for all failures, delays and interruptions in performing any of its obligations under this Contract which are within its reasonable control and Contractor shall, at no additional cost or expense to Company, use its best efforts to make up time for such delay. No failure, delays or interruptions in performing any of the Contractor's obligations under this contract which results in any extension of the actual delivery date beyond the Contract delivery date, whether extended by mutual agreement or not, shall result in any price adjustment if the event is attributable to Contractor's responsibility.

7.4 Payments due under this Contract may be suspended at mutual agreement for a period of time equal to the period of any such failures, delays or interruptions. Contractor shall use his best efforts, using all measures commercially practicable, not to experience any failures, delays or interruptions in performing any of the Contractor's obligations under this Contract.

Article 8 – Tittle and Risk of Loss

Exceptasotherwise provided herein, title except the copyright of the Contractor to all Service performed by Contractor hereunder shall be transferred to Company upon the presentation of each component of the Service to the Company.

Article 9 – Warranties/Guarantees

9.1 Contractor warrants that the Service shall be suitable for the purpose intended as specified in the Contract and free from liens and defects in title, and shall conform in all respects to the terms of this Contract and to the applicable standards issued for the same service provider, and shall be the best quality, if no quality is specified.

9.2 Unless the warranty period is otherwise extended, the conditions of which may be provided elsewhere in this Contract, the following warranty shall apply : if at any time prior to Twelve(12) months from the issuance date of the Final Acceptance, it appears that the Service, or any part thereof, do not conform to these warranties, and Company so notifies Contractor within a reasonable time after its discovery, Contractor shall promptly correct such nonconformity to the satisfaction of Company, at Contractor's sole expense if the events are attributable to Contractor's responsibility.

9.3 With respect to the Service corrected by Contractor, the warranty period shall run for Twelve(12) months from the date of completion of such correction and acceptance thereof to the maximum of Twenty-four(24) months from the Final Acceptance date.

9.4 Contractor shall be liable for all damages proximately caused by the breach of any of the foregoing warranties, including incidental damages. Incorrect Service so replaced will become the property of the Contractor and shall be returned, at Contractor's expense, to a destination named by Contractor. Contractor shall not be liable for indirect and consequential damages of any nature.

Article 10 – Limitation of Liability

The Contractor's total liability, on all claims of any kind, including claims based on tort (including negligence), for any loss or damage arising out of, connected with, or resulting from the Contract, or from the performance or breach thereof, shall in no case (except as provided in the Article 11 INFRINGEMENT hereof) exceed the Contract Price.

Article 11 – Non-Waiver

Failure by Company to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or to properly notify Contractor in the event of breach, or the acceptance of or payment for any Service hereunder, shall not release Contractor from any of the warranties or obligations of this Contract and shall not be deemed a waiver of any rights or remedies as to any such Services, regardless when completed or accepted, or as to any prior or subsequent default hereunder, nor shall any termination of this Contract by Company operate as a waiver of any of the terms and conditions hereof.

Article 12 – Infringement

12.1 Contractor shall, at its own expense, hold harmless and defend Company under this Contract against any claim, suit or proceedings brought against Company which is based upon a claim, whether rightful or otherwise, that any Service furnished by Contractor under this Contract constitutes an infringement of any patent and Contractor shall pay all damages and cost awarded against Client resulting therefrom.

12.2 This indemnity is given upon the condition that Company shall promptly notify Contractor of any claim or suit or proceedings involving Company in which such infringement is alleged, and Company shall permit Contractor to control completely the defense or compromise of any such allegation of infringement and Company shall render such reasonable assistance at Contractor's cost in the defense thereof as Contractor may require.

12.3 Notwithstanding any proprietary legends or copyright notices to the contrary, Company may copy or reproduce documents and information furnished by Contractor in connection with Contractor's proposal and with this Contract and distribute such copies or reproductions to others for the limited purposes of designing, constructing, operating, maintaining or licensing the Project. Contractor is responsible for obtaining necessary permission and releases Company from any third parties placing proprietary rights or copyrights on such documents or information and shall, at its own expense, hold harmless and defend Company against any and all claims, suits or proceedings based upon a claim, whether rightful or otherwise, that a proprietary right or copyright has been infringed by copying, reproduction, distribution or use by Company.

Article 13 – Indemnity

13.1 Contractor shall hereby indemnify and defend and hold harmless Companyand its employees, authorized representatives from and against any and all suits, actions, loss, damages, legal or administrative proceedings, claims, demands, liabilities, interest, attorney's fee, cost of defense, costs and expense of whatsoever kind or nature whether alleged to arise, or arising before or after completion of Service hereunder and in any matter directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Contractor including the use by Contractor of any Company furnished equipment, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of the Contract.

13.2 Company shall hereby indemnify and defend and hold harmless the Contractor and its employees, authorized representatives from and against any and all suits, actions, loss, damages, legal or administrative proceedings, claims, demands, liabilities, interest, attorney's fee, cost of defense, costs and expense of whatsoever kind or nature whether alleged to arise, or arising before or after completion of Service hereunder and in any matter directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Company to performance of the Contract.

Article 14 – Assignments

Any assignment of this Contract or of any rights hereunder or hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of both Parties shall be void. The Contract, subject to the provisions hereof, shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Parties hereto.

Article 15 – Termination for Convenience

The performance of Service under this Contract may be terminated by Company in accordance with this clause in whole or, from time to time, in part whenever Company shall elect. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Service under the Contract is terminated, and the date upon which such termination becomes effective.

15.1 Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

(1) Immediately discontinue Service on the date and to the extent specified in the notice;

(2) Place no further orders for the Service other than as may be required for completion of such portion of the Service that is not terminated;

(3) Promptly make every reasonable effort to either obtain cancellation on terms satisfactory to Company of all orders to sub-Contractors or assign those orders to Client in accordance with Company's instruction; and assist Company upon request in the maintenance, protection, and disposition of property acquired by Company under the Contract.

15.2 If claimed in writing within thirty (30) days after Notice of Termination, Company shall pay to Contractor an equitable adjustment to include:

(1) all amounts due and not previously paid to Contractor for the Service completed in accordance with this Contract prior to such Notice, and for Service thereafter completed as specified in such notice;

(2) cost of settling and paying claims arising out of the cancelled order;

(3) a reasonable profit for costs incurred in the performance of the Service terminated. Provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included; and

(4) less the reasonable resale value of the Service then in progress. (If Client elects to retain the title to such Work, the resale value shall not be subtracted.)

The total sum to be paid to the Contractor under this clause shall not exceed the Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Service not terminated, and will not include any consideration for loss of anticipated profits on the terminated Service, all claims for which the Contractor agrees to waive.

Article 16 – Termination for Default

16.1 Company may terminate the whole or any part of the Contract in any one of the following circumstances:

(1) If the Contractor enters into or becomes subject to any bankruptcy, liquidation or similar proceedings except for the purpose of reconstruction or amalgamation or shall cease to carry on his business; or

(2) If the Contractor fails to perform the Service within the time specified herein or any extension thereof; or

(3) If the Contractor delivers nonconforming Service or

(4) If the Contractor fails to perform any of the other provision of the Contract in accordance with its terms or so fails to make progress as to endanger performance of the Contract. In the event of any such failure, Company will provide Contractor with written notice of the nature of the failure and Company's intention to terminate for default. In the event Contractor does not cure such failure or commence action to correct such failure within twenty (20) calendar days of such notice, Company will provide Contractor with a written notice of default.

16.2 In the event Company terminates the Contract in whole or in part as provided in this clause, the Client may procure, upon such terms and in such manner as Company may deem appropriate, services similar to those so terminated and the Contractor shall be liable to Company for any excess costs for such similar services; provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause. Except with respect to defaults of Sub-Contractors, the Contractor shall not be liable for any excess costs if the failure to perform the Service arises out of causes beyond Contractor's reasonable control and without the fault or negligence of the Contractor. These causes will include acts of God, storm, floods, earthquakes, riots, revolutions, rebellions, insurrections, fires, explosion, strikes, lockouts, sabotage, war, embargoes and quarantines.

16.3 If the failure to perform is caused by the default of Sub-Contractor and if such default arises out of causes beyond the control of the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

16.4 Contractor agrees to assist Company in the event that a default and re-procurement action is necessary by cooperating in the transfer of information, in the disposition of Service in progress, and in the performance of other reasonable requests made by Company.

16.5 If, after Notice of Termination of this Contract, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the default was excusable under the provisions of the Contract, the rights and obligations of the Parties shall be the same as if the Notice of Termination had been issued pursuant to Article 14 Termination for Convenience.

16.6 Termination for PO can be applied based on :

A. 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

B. Supplier materially fails to perform any of its obligations hereunder and does not cure the default promptly.

C. If delivery time and/or work completion date exceeds more than 50 calendar days delay or if the penalty amount has exceeded the Performance Bond amount, then:

D. PT. KPJB can terminate the PO or Contract unilaterally, and the Performance Bond will be redeemed and the supplier will be proposed in the blacklist supplier, or

E. KPJB can be consider giving the supplier as additional opportunity to complete the deliver and/or the work, but a maximum penalty for delay will be imposed on the supplier.

Article 17 – Governing Law

The definition of terms used, interpretation of this Contract and rights of all parties hereunder shall be construed under and governed by the laws of the Republic of Indonesia.

Article 18 – Compliance

18.1 Contractor warrants that all work furnished hereunder shall have been produced and furnished in strict compliance with all applicable laws and regulations to which the work are subject.

18.2 Contractor shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required to be incorporated in contracts of this character are hereby incorporated herein by this reference.

Article 19 – Responsibility for Contractor's Supplier (Subcontractors)

19.1 Contractor may not subcontract any major Service without first obtaining approval in writing from Company. Should it be become necessary that Contractor secure the services of Subcontractors, Contractor shall submit to Company a written description of the Service to be done and the proposed Subcontractor.

19.2 Company reserves the right to comment on, or disapprove any Subcontractor proposed by the Contractor and the Contractor shall give Company a reasonable opportunity to do so. The responsibilities and obligations assumed by Contractor shall also cover operations to be performed or materials to be supplied by Contractor's Subcontractors. Company's approval, if given, shall not relieve Contractor from full responsibility for the fulfillment of all obligations under this Contract.

19.3 Contractors shall protect and maintain plant assets, comply with Asset Management System requirements, and be responsible for repairing or replacing any assets damaged due to their activities at their own expense.

Article 20 – Liquidated Damages

In the event that;

20.1 The completion of the Service is delayed beyond the Contract Completion Date for other than excusable causes, as defined in the Contract Article 7, or

20.2 All or any portion of Service becomes unavailable due to the Contractor's inability to correct defects in a timely manner,

The Contractor shall pay to Company as liquidated damages and not as a penalty an amount of the rate of zero point one percent(0.1%)of the P/O Amount (Exc VAT) and The amount of penalty for the Delivery Instruction (DI) is based on the value of the DI (Exclude VAT) per calendar day of the delay or unavailable portion. Liquidated damages hereunder are imposed not as a penalty, but as a pre-estimate of the likely consequences of delay or unavailability. The liquidated damages shall not exceed a maximum sum equal to five (5) percent of the Contract Price.

Article 21 – Disputes and Arbitration

21.1 Except as otherwise provided in the Contract, any dispute concerning questions of facts arising under the Contract, which are not disposed of by mutual agreement of the parties, shall be decided by Company. Such decision shall be final and conclusive unless, within thirty(30) days from the date of receipt of the notice of Company's decision, the Contractor makes a written appeal to Company. In the event that any question of fact cannot be disposed of by agreement between Company and the Contractor after such written appeal by the Contractor, such disputes shall be finally settled by arbitration as described below.

21.2 Any disputes, disagreements or difference besides a question of fact which shall arise as to the obligation of any Party under the Contract or the interpretation of any provision thereof, if not settled by mutual agreement shall, at the option of the initiating Party and upon written notice to the other Party, be finally settled by arbitration. The arbitration shall take place in Jakarta, the Republic of Indonesia, and shall be conducted in accordance with the Arbitration Rules of the Indonesian Commercial Arbitration Board and under the law of the Republic of Indonesia. From the date of dispute, disagreement or difference arising to the date of settlement of the matter in question by arbitration, the Contractor shall comply with Company's direction and shall continue to fulfill its obligations under the Contract in good faith during the pendency of any arbitration and shall not be entitled to traverse the fulfillment of its contractual obligations. The arbitration decision shall be final and irrevocable and the Parties hereto expressly and unreservedly agree to be bound thereby.

Article 22 – Performance Bond if applicable

22.1 Contractor shall establish and furnish to Company a performance bond (issued by Bank)in the form of certified check, irrevocable clean letter of credit or bank guarantee in the form specified in Attachment "A", within ten (10) days after the signing date of this Contract.

22.2 The performance bond shall be in the amount of five (5) percent of the Contract Price. If the Contract Amount is increased because of changes, the Contractor shall so adjust the amount of the performance bond within ten (10) days after the date on which such amendment has been executed. The performance bond shall be in favor of Company and available for payment against simple notice of Company at sight on the relevant bank, accompanied by the statement of Company certifying that Contractor has not complied with the terms of Contract. However, Company shall notify Contractor in writing of breach of the Contract by Contractor not later than fifteen (15) days before drawing payment from the performance bond. All expenses and charges in connection with the said performance bond shall be borne by the Contractor.

22.3 The performance bond shall be valid until end of warranty periods or any extension thereof and shall be released upon the instruction of Company or on its expiry date whichever may first occur. The contents of the performance bond shall be in accordance with the conditions and substance of the Contract and no other condition shall be given in the bond.

22.4 The bond shall be valid until one (2) months after the expiry date of the warranty period or any extension

22.5 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.

22.6 A performance bond is not required on the following conditions

- Purchase Order amount is below IDR 500,000,000 or its equivalent currencies

Article 23 – Extension and Suspension

23.1 Company shall have the right to suspend the Service in whole or in part for a specific period of time for any reasonable cause upon seven (7) days prior written notice to the Contractor. If it is the Contractor's opinion that any of the Service is in a state of progress, such that interruption of the Service would result in substantially increased demobilizing and re-mobilizing costs, the Contractor shall advise Company of such opinion within seven (7) days from receipt of the written notice from Company and request instructions as to the suspension of such Service.

23.2 The Contractor shall immediately resume such Service as suspended when directed to do so by Company. The time for performance will be extended by a period of time necessary to overcome the effects of the suspension. Other provisions of the Contract will also be adjusted if necessary and as appropriate. The Contractor shall be entitled to an equitable adjustment in the Contract Price to reflect any additional expense and risk incurred by the Contractor by reason of such suspension. The Contractor will make all reasonable efforts to reduce such additional expense.

Article 24 – Taxes

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

24.2 Company shall pay all taxes levied by local, state or national government authorities inside the Republic of Indonesia in connection with the performance of the Work under this Contract except the taxes levied to the contractor by the laws of the Republic Indonesia and/or related regulations of the Republic Indonesia.

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

24.4 Supplier shall be fully responsible for submitting the copy of tax payment evidence (SSP) for this P/O payment not later than 60 days after invoicing document received by KPJB. If not submitted by the supplier until due date of tax payment evidence (SSP) submssion, the supplier will be blacklisted and not be allowed to participate in any future bidding and/or procurement processed by KPJB.

Article 25 – Permits

Contractor shall procure and pay for all permits, authorizations, registrations and inspections required to perform the Service under this Contract. Company shall assist Contractor with reasonable efforts in obtaining any permits or authorizations required by Contractor to perform the Work. In addition, Contractor shall assist Company in obtaining any permits or authorizations necessary for the performance of the Service which must be obtained by Company. In performing such assistance, Contractor's incidental expenses such as labor cost, travel expenses and per diem to be incurred shall be remunerated by Company.

Article 26 – Representation Regarding Third Parties

Contractor represents that this Contract is entered into without the assistance or intervention, direct or indirect, of any broker, firm or corporation except the established representative of Contractor, provided that Contractor has not engaged the services of such representative for purposes of exercising or obtaining improper influence, and Contractor represents that it has the right to perform the service free of any right, title or interest of, of any obligation to, or undertaking or arrangement with, any third party except as expressly provided for in this Contract.

1. **CONTRACTOR SAFETY PLAN**
   Prior to beginning work, Contractor shall prepare and submit Contractor's Health and Safety Plan to HSE of KPJB according to Site Safety Rule and KPJB Policies. Contractor shall submit the following requirements:
   2.1. Contractor who will work are Mandatory required to have a valid PLN CSMS (Contractor Safety Management System) certificate according to Risk Level at Certificate Level.
   2.2. Copy of signed PO/Work Order/Appointment Letter.
   2.3. Company Permit or License by Government.
   for special work (such as: underwater, radiography), contractor shall be completed with valid Company Permit or License by Government.
   2.4. Work Instruction/Standard Operating Procedure (SOP)
   Contractor should prepare work instruction or SOP which are detailed steps of how to conduct a specific job task and approved by KPJB Engineer's Representative (User).
   2.5. Organization Chart.
   Contractor should prepare Organization Chart including contact number of related personnel involved on project. Including approval by KPJB Engineer's Representative (User).
   2.6. Schedule of Project.
   Contractor should prepare work schedule approved by KPJB's Engineer Representative. In case there are any changes, updated schedule should be submitted.
   2.7. List of Manpower.
   - The contractor attaches list of workers and copy of workers' ID involved on the project (KTP/SIM). Copy of Passport, Working Visa for Expatriate workers.
   - Minimum age of worker is 17 years old. Maximum age of worker is 45 years old for technician/helper level or high risk activity.
   - Surat Keterangan Catatan Kepolisian (SKCK) (Police record) which is still valid.

   2.8. Health Statement Letter.
   Hospital Record/Health Statement Letter from Hospital or *Puskesmas* is required for all involved workers; with statement letter's maximum validity is 1 (one) month.
   2.9. Insurance.
   All workers must be protected by insurance, at least BPJS *Ketenagakerjaan* and/or BPJS *Jasa Konstruksi* for certain time and specific work contract, complete with its payment evidence.
   2.10. Personnel Competency and Certification.
   Copy of workers' certificate shall be attached in accordance with the provisions:
   - Driver License: SIM A, B, C.
   - Operator License: forklift, lifting, gondola, rigger, crane, radiography.
   - Welder.
   - Scaffolding technician/operator and supervisor.

   2.11. List of PPE, Tools and Emergency Equipment.
   - Contractor is required to identify and prepare appropriate PPE. PPE must be in accordance with applicable standards and conditions in KPJB.
   - Contractor shall provide safe and feasible tools and equipment's based on contract and scope of work.
   - Contractor shall provide safety line/barricade, and safety sign refer to hazard identification.
   - Contractor shall prepare emergency equipment to assist handling in certain conditions, i.e.: first aid box and initial fire handling, and so on.

   2.12. Drawing / P & ID Diagram.
   Contractor shall prepare project drawings or equipment's which have been approved by KPJB's Engineer Representative.
   2.13. Risk Assessment.
   Contractor shall conduct risk assessment and specific hazard control of conducted work in form of Job Safety Analysis (JSA). This document shall be approved by KPJB Engineer's Representative and HSE. JSA Document shall be informed to all involved workers.

2. **SAFETY INDUCTION**
   2.1. Contractor shall ensure that all works have obtained KPJB's Safety Induction.
   2.2. Safety Induction is conducted only after all Health and Safety Plan requirements have been fulfilled. Safety Induction is conducted based on designated schedule by KPJB's HSE.
   2.3. Workers which have attended Safety Induction will get "Pass Safety Induction" sticker to easily identify.
   2.4. All manpower of contractor mandatory fill and sign "Compliance Commitment Statement Health Safety Security and Environment"

3. **PERSONAL PROTECTIVE EQUIPMENT**
   The contractor shall provide Personal Protective Equipment and long sleeve wear pack with contractor identification. Personal Protective Equipment shall be complying with relevant and applicable standards, including:
   3.1. Safety helmets with chin strap, long sleeve wear pack/vests, safety shoes, and industrial safety glasses. Safety helmet color regulation in KPJB is:

Red	HSSE

Blue	Technical Advisor
Yellow	Contractor

3.2. Fall protection, safety body harness double hooks should be used for contractor's work in height risk or falling hazards area.

3.3. Other items of personal protective equipment shall be worn as required by risk assessment.

3.4. Contractor must be ensure the condition of PPE including list of inspection.

4. SECURITY AND ACCESS CONTROL

4.1. Enter and Exit access to Tanjung Jati B unit #3&4 Site is via Post Main Gate (PLN) and Security 2nd Gate (KPJB).

4.2. Contractors shall conduct registration for:

Yellow Visitor	Permitted only on Admin Building area;
Red Visitor	Permitted to enter site accompanied by KPJB's Employee (not permitted to conduct any works);
Workers' ID Card	Permitted to enter site and work according to approved PO

4.3. Enter and Exit is permitted only in Daily working hour (Monday to Friday from 07.30 until 16.30).

4.4. Contractor shall apply Notification of Overtime which approved and signed by PLN and KPJB for any works conducted outside daily working hours.

4.5. For works which conduct in 24 hours' time schedule, Contractors shall regulate it into shift work system.

4.6. Contractor is permitted to enter the site only if have fulfilled following items:

- In a good/healthy condition.
- Attended Safety Induction,
- Obtain and/or change over the ID,
- Wearing proper PPE,

4.7. In case that Contractor need to enter or passing other Units aside from KPJB, they need to inform KPJB's HSE Division and follow the applicable procedures.

4.8. All vehicles must meet the requirements of applicable State Laws concerning safe operation (i.e. driver license, brakes, lights, etc.).

4.9. All personal cars must be parked in designated parking area, which is PLN parking area.

4.10. Three wheels, pickup, and other such vehicles are prohibited from being used to transport of people.

4.11. All vehicles shall be driven at speeds not to exceed the posted speed limit (20 km/h).

4.12. All entry and exit material shall be carried to KPJB Procedure's KPJB-0956-10 Security Procedure:

- All entry materials to KPJB should be completed with Delivery Instruction / PO / Delivery Order,
- All exit materials should be completed with Material Gate Pass,
- Documents and materials will be checked by Security Post Main Gate (PLN) and Security 2nd Gate (KPJB),
- Material entry and exit to/from KPJB should be on daily working hour Monday to Friday 08.00 until 15.00. In case material in/out is not in daily working hour, contractor should prepare notification.

4.13. Contractor shall be submissive and obedient to KPJB and PLN's applicable Security procedure.

4.14. Workers and Visitors are prohibited to carry or conduct: smoking, any weapons, narcotics and alcoholic beverages.

5. MECHANICAL & ELECTRICAL TOOLS

5.1. Contractor must ensure all tools and equipment's must be certified in good and safe condition. All safety devices are installed on all equipment's.

5.2. Contractor ensures equipment's operation shall be in accordance with manufacturer instructions.

5.3. Contractor ensures all broken equipment/tools are tagged or remove from working area so that it will not be used.

5.4. The Contractor's portable lights shall be not more than 50V and provided with transformers.

5.5. Portable Electric Tools and Equipment shall be double pole switched and generally shall be of Very Low Voltage type (less than 110V AC). Alternatively, if it is not possible for Portable Tools and Equipment to operate at Very Low Voltage and they are operated at 220-240V AC then protection by a Residual Current Device (RCD) shall be provided.

5.6. All portable tools and equipment utilized on outdoor construction / installation sites shall be protected by Residual Current Device (RCD).

5.7. RCD's shall be regularly tested to ensure correct operation and shall be provided with a test system for easy testing.

5.8. The Contractor's mechanical & electrical tools shall be registered to Engineer's Representative, and have passed a Portable Mechanical & Electric Tools Test and be suitably tagged before allowed to use on site refers to KPJB Procedures Mechanical Electrical Tools Inspection.

5.9. Installation of leads and cord shall be in proper installed to avoid tripping hazard and run over by vehicle/equipment.

5.10. Prohibited to use double adaptor/plug, piggyback adaptor, and non-industrial

electric multi socket (without fuse protection).

5.11. Portable mechanical & electric tools test carried out by KPJB Mechanical & Electrical tools inspector and contractor engineer.

5.12. Portable electric panel distribution board must be equipped with RCD, waterproofing, industrial type plug socket, refers to Indonesian PUIL standard.

5.13. Electric Tools and Equipment that are not in use shall be unplugged and the cables tidied to ensure no tripping hazards.

5.14. If a fuse blows or an RDC is tripped, the Contractor's shall investigate the root cause and report the incident to the Engineer's Representative. If the problem is repeated, the Contractor's personnel shall cease work using the tools and equipment and Contractor's Supervisor shall request an electrician to attend and repair the fault.

5.15. The contractor shall ensure that all gas cylinders for cutting and welding are placed on rack and fitted with suitable Flashback Arresters.

5.16. Lifting tool and lifting tackle shall comply with Indonesian regulation in respect of the examination, test and maintenance record requirements.

6. CONTRACTOR SUPERVISOR

6.1. Contractors are mandatory to appoint Technical Supervisor / Leader which responsible during period of work to ensure all works are conducted safely and based on procedure.

6.2. Contractor Technical Supervisor / Leader mandatory obtain a competency certificate according field of project as follows (but limited):

- Electrical Field (Power Plant) : Serfitikat Kompetensi Tenaga Teknik Ketenagalistrikan (SKTTK)
- Contruction / Civil : Sertifikat Kompetensi Kementrian Pekerjaan Umum dan Perumahan Rakyat.

7. SAFETY OFFICER / SAFETY MAN

7.1. Contractors are mandatory to appoint Safety Officer/Safety Man which responsible during period of work to ensure all works are conducted safely and based on procedure. For specific work regulated as follows:

- One safety man for 20 employees is under the control of the contractor (either directly or as sub-contractors). This is also applies into multiples employees amount under control of the contractor.
- Working condition is conducted within 24 hours.
- Working condition which categorized as high risk work such as:
  - Confined space work;
  - Work on flammable area such as on Crusher, Tripper, H2 Plant, and Fuel Oil.
  - Work on hot and high pressure pipe.
  - Under water work.

7.2. The Safety Man / Safety Officer should be:

- Minimum certificated of *AK3 Umum.*
- Understand with the relevant safety, health and environment regulation in Power Plant or Similar Industry.
- Be capable of advising the contractor on the most appropriate control measures and systems of work in order to minimize risk.

8. GENERAL SITE SAFETY

8.1. Contractor is obligated to complete all Permits to Work (PTW) and Safety Permit Form.

8.2. Contractor is obliged to conduct briefing before start working / Daily Toolbox Meeting. Risk and potential hazard on working area shall be informed to all workers during briefing session.

8.3. Contractor must be reporting the Daily Toolbox Meeting including attendance and documentation activity.

8.4. Contractor shall prepare barriers that prevent unauthorized personnel from entering the work site.

8.5. Contractors prepare sign, PPE instruction, and requirements needed to enter the work area.

8.6. Contractor shall obtain procedure of operational equipment/ tools.

8.7. Contractor shall ensure machines and equipment are operated only by those who have been authorized and trained.

8.8. Contractor must prepare safe and adequate lighting and ventilation at work site.

8.9. Contractor shall ensure work area clean, tidy and safe. Loose materials, rubbish, tools and equipment placed around the work site shall be kept to a minimum to reduce of hazards.

8.10. Contractor must protect the material/tools from falling while working at height and install warning signs.

8.11. Contractor must ensure no exposed holes be left unattended at any time unless a fence can be erected strong enough to prevent a person falling into the hole.

8.12. Contractor must ensure the walk way and stairways kept clean and free from obstructions. In addition, free access must always be maintained to safety showers, eyewash, and fire protection systems.

8.13. Contractor shall ensure all equipment's/tools shall be inspected periodically and maintained in proper working condition. Any defect must be

tagged: "do not use" and remove from service.

8.14. Where the Contractor is required to perform welding, it is responsible for ensuring adequate screens are provided and maintained to protect passers-by from the electric arc and also from spatter produced by the welding process.

8.15. Contractor should equip fire extinguisher at work place as well as should training to easily utilize by any kind of contractor employees.

8.16. Contractor should thoroughly check and make a plan against any gas leakages before and after work prior to in connection with gas work, hermetical place work, welding work, to prevent fire from flammable hazard.

8.17. Contractor should not use firefighting system as any other purposes during work period, such as cleaning, etc.

8.18. KPJB does not permit the smoking of tobacco, in any form, by its workers, contractors in KPJB workplaces. Smoking permitted only in designated / permitted areas.

8.19. Prohibited to take picture and/or video without permission on work location. Picture and video only permitted only for work report.

8.20. Equipment and tools must be returned to their designated storage areas after use.

8.21. Contractor shall be responsible for any damage or loss of the TJB 3&4 asset that is caused by the Contractors, its personnel and its sub-contractors.

8.22. Contractor must complete the Safety Permit Form before performing high risk work, including:

- 8.22.1. Confined Space Work
- 8.22.2. Welding / Hot Work
- 8.22.3. Work at Height
- 8.22.4. Lifting Material
- 8.22.5. Excavation Work
- 8.22.6. Work Surface Water and Under Water
- 8.22.7. Radiography
- 8.22.8. Work with Chemical Hazard
- 8.22.9. Work with Electrical Hazard

9. MATERIAL HANDLING AND STORAGE

9.1. Contractor has responsibility to ensure maximum safety in handling, moving, loading, and unloading materials.

9.2. Special lifting tools shall be operated by authorized as well as competence personnel and based on its function.

9.3. All materials stored in tiers shall be secured to prevent sliding, falling, or collapse.

9.4. Flammable and Combustible Materials shall be stored with due in regard to their fire characteristics. Flammable and combustible material shall only be stored in approved containers and in appropriate quantities for the job site use.

10. HAZARDOUS MATERIALS AND MATERIAL SAFETY DATA SHEETS (MSDS).

10.1. Contractor shall provide a Materials Safety Data Sheet (MSDS) for all chemicals, and lubricants that will be intend to use in the performance of work.

10.2. Contractor shall follow the requirements for storage, handling, and disposal of materials as set by the Engineer's Representative (Chemist/Warehouse/HSE) Division.

10.3. Contractor ensures all chemicals must be stored, labeled, covered or inside at all times in approved containers and labeled as to contents.

10.4. All contractor employees must use proper protective clothing and equipment to prevent contact with hazardous chemicals.

11. DISPOSAL OF HAZARDOUS AND NON-HAZARDOUS WASTE

11.1. Contractor shall be responsible for the correct disposal of all waste generated in undertaking the work.

11.2. Contractor shall analyze any waste generated by his work to identify and determine whether the waste is to be categorized as B3 or not, based on the B3 waste table listed in Government Regulation PP 22 of 2021 concerning B3 waste management.

11.3. Contractor shall handle all B3 class wastes in a proper way that shall not contaminate the environment refer to KPJB Waste Handling Procedure KPJB-0957-03 Waste Management (Hazardous and Non Hazardous) and shall be actively coordinate with Environment Engineers of KPJB HSE Division.

12. SAFETY AND ENVIRONMENT CLEARANCE

Work is considered complete only if contractors have fulfilled following items:

12.1. Conduct Safety Clearance including prepare OSH report covering PTW Clearance, total working hours and Unsafe/Near-miss/Injuries (If any).

12.2. Clean work area from residual work activity including dispose trash/waste accordance with KPJB's Procedure KPJB-0957-03 Waste Management.

12.3. All equipment's, materials and other facilities belong to Contractors shall be immediately removed from working site.

13. EMERGENCY CONDITION

In an emergency condition, the contractor must play an active role in handling the initial emergency condition to prevent greater damage to assets and prevent accidents or fatality in

accordance with their capabilities. Steps that can be taken by the contractor include:

13.1. Immediately notify Central Control Room (Ext: 20000). Inform clearly:
- Reporter's identity,
- Location,
- Emergency condition (incident, fire, equipment failure, victims, etc.).

13.2. Contractor performs emergency handling if have ability and safe to do (activate fire alarm, initial fire extinguishing, basic first aid, etc.).

13.3. Contractor ensures their employee immediately go to the nearest assembly point, follow the sign or directive of evacuation officer.

13.4. Contractor ensures that their workers get adequate first aid if any of their workers have a work accident, and help refer them to the hospital if needed.

13.5. Contractor must be prepared and submit Structure of Emergency Condition Organization, the document including appointment personnel with responsibility handling during emergency condition.

14. HEALTH, SAFETY AND ENVIRONMENT VIOLATION SANCTION

Sanctions will be given to Contractors who violate the regulation of Safety and Environment Procedure, during normal or emergency working activity in KPJB area. Sanction as follows:

14.1. Direct Warning (1st Warning).
Direct Warning & 1st warning letter is given to Contractor who violates Health, Safety and Environment regulation stated on KPJB Contractor Safety Rules.

14.2. 2nd Warning.
Official 2nd Warning Letter will be issued to Contractor in which during the same contract period, Contractors violate the regulation as stated on KPJB Contractor Safety Rules. Contractors also obliged to replace work supervisor and workers are given sanction and shall be put into blacklist workers/contractors and not allowed to conduct any works in KPJB area for 1 (one) Year.

14.3. 3rd Warning Letter and Black List
Third Warning Letter and Black List will be issued to contractors in which on the same contract period have conducted violation toward these regulations for the 3rd times and reinforced by valid violation evidences, KPJB will give sanction in form of Black List Contractors and not allowed to conduct any work/procurement of Service or Material in KPJB for 1 (one) Year.

15. ATTACHMENT

14.1. Flowchart works permit for contractor.
14.2. Form checks list contractor control.
14.3. Form Permit to Work (PTW).
14.4. Compliance Commitment Statement HSSE

DOCUMENT PROCUREMENT
RFQ NO. KPJB-NR-2026-0170 R01

URGENT

NAMA PERUSAHAAN :

ALAMAT / TELP. :

SUBJECT / NO. RFQ :

WAKTU CLOSE BID : (Selasa, 6 Oktober 2026) Jam 11.00 WIB

To : **Ulfa Nikmatul Lutfiana**
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