



PT. Supreme Energy Muara Laboh

ENQUIRY DOCUMENT

**Provision of
Well Chemistry Sampling, Analysis and
Tracer Flow Test for Development Wells**

Reference No.
16000148-OQ-10101

DAFTAR ISI
TABLE OF CONTENTS

Bagian 1 : **Undangan Lelang**
Part 1 Invitation to Bid

Bagian 2 : **Petunjuk Penawaran**
Part 2 Instructions to Bid

Bagian 3 : **Format Penawaran**
Part 3 Form of Bid

<u>Sub 1</u>	: <u>Persyaratan Data Administrasi</u>
Section1	Administration Data Requirements
<u>Sub 2</u>	: <u>Persyaratan Data Teknis</u>
Section 2	Technical Data Requirements
<u>Sub 3</u>	: <u>Persyaratan Data Komersial</u>
Section 3	Commercial Data Requirements
<u>Sub 4</u>	: <u>Persyaratan Tambahan</u>
Section 4	Additional Requirements

Bagian 4 : **Format Kontrak**
Part 4 Form of Contract

Pro Forma Contract

<u>Lampiran A:</u>	<u>Ketentuan dan Syarat Umum Kontrak</u>
Exhibit A	General Terms and Conditions of Contract
<u>Lampiran B:</u>	<u>Lingkup Pekerjaan</u>
Exhibit B	Scope of Work
<u>Lampiran C:</u>	<u>Kompensasi dan Pembayaran</u>
Exhibit C	Compensation and Payment
<u>Lampiran D:</u>	<u>Perhitungan Kandungan Lokal</u>
Exhibit D	Calculation of Local Content
<u>Lampiran E:</u>	<u>Jaminan Pelaksanaan Pekerjaan dan Surat Pernyataan</u>
Exhibit E	Performance Bond and the Statement Letter
<u>Lampiran F:</u>	<u>Asuransi</u>
Exhibit F	Insurance
<u>Lampiran G:</u>	<u>Persyaratan Keselamatan, Kesehatan dan Lingkungan (SHE)</u>
Exhibit G	Safety, Health and Environment (SHE) Requirements
<u>Lampiran H:</u>	<u>Pelepasan Hak Retensi dan Pembebasan dari Tuntutan</u>
Exhibit H	Form of Release of Liens and Waiver of Claims
<u>Lampiran I:</u>	<u>Contractor Performance Management</u>
Exhibit I	Contractor Performance Management
<u>Lampiran J:</u>	<u>Etika</u>
Exhibit J	Ethics

BAGIAN 1 - UNDANGAN LELANG
PART 1 - INVITATION TO BID

INVITATION TO BID

Date : 5 January 2017
Subject : PROVISION OF WELL CHEMISTRY SAMPLING, ANALYSIS AND TRACER FLOW TEST FOR DEVELOPMENT WELLS
Ref Number : 16000148-OQ-10101

Pre-bid Meeting Schedule : N/A January 2017, N/A hrs
Location of the Meeting : PT. Supreme Energy Muara Laboh
Menara Sentraya, 23rd Floor
Jl. Iskandarsyah Raya No. 1A
Kebayoran Baru, Jakarta 12160

Closing Date : 11 January 2017, 14.00 hrs
Same address as above.

PT. Supreme Energy Muara Laboh (COMPANY) invite Bidders to submit Bid Proposal for subject tender.

Should you desire to bid or unable to bid, we request that you sign and return the "Letter of Confirmation/Withdrawal Notification" attached herein within two (2) working days from the date of receipt hereof.

We trust the information contained in the Enquiry Document is sufficient for the preparation of your Bid Proposal and look forward for your participation.

COMPANY reserves the right to reject any or all Bid Proposals without providing any reason thereof.

Regards,



Procurement Committee



LETTER OF CONFIRMATION / WITHDRAWAL NOTIFICATION
(Bidder's Letter Head)

PT. Supreme Energy Muara Laboh

Menara Sentraya, 23rd Floor
Jl. Iskandarsyah Raya No. 1A
Kebayoran Baru, Jakarta 12160

Attn.: Procurement Committee

Subject: PROVISION OF WELL CHEMISTRY SAMPLING, ANALYSIS AND TRACER FLOW
TEST FOR DEVELOPMENT WELLS
Ref. No.: 16000148-OQ-10101

Dear Sir,

We acknowledge receipt your complete set of Enquiry Document dated on.....for subject services, and hereby confirm that we:

- * intend to participate in the bidding process and will submit our Bid Proposal in accordance with the terms and requirements therein.
- * withdraw from further participation in the bidding process due to

(* Delete one that is not applicable)

We further confirm that we shall treat the Enquiry Document as confidential matter and only disclose to others such information as is necessary for the preparation of the Bid Proposal.

The person nominated by us to be our representative for the purpose of this bidding process, and to whom any further communication should be addressed, is:

Mr. /Ms.
Company
Address
Tel/Fax

Yours faithfully,

Name:
Title:

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BAGIAN 2 - PETUNJUK PENAWARAN
PART 2 - INSTRUCTIONS TO BID

PETUNJUK PENAWARAN **INSTRUCTIONS TO BID**

1. DEFINISI-DEFINISI

"Peserta Lelang" berarti Peserta Lelang yang telah lulus kualifikasi yang diundang oleh PERUSAHAAN untuk berpartisipasi dalam proses lelang.

"Usulan Penawaran" berarti usulan-usulan administrasi, teknikal dan komersial seperti yang diminta pada Bagian 3 - Format Penawaran, yang secara khusus dibuat untuk keperluan lelang ini.

"Tanggal Penutupan Lelang" berarti batas akhir penyampaian Usulan Penawaran sebagaimana tercantum pada bagian Undangan Lelang.

"PERUSAHAAN" berarti PT. Supreme Energy Muara Laboh.

"KONTRAKTOR" berarti Peserta Lelang yang berhasil ditunjuk sebagai pemenang lelang dan akan melakukan pekerjaan sesuai dengan Kontrak.

"Kontrak" berarti kontrak perjanjian yang akan dilaksanakan antara PERUSAHAAN dan KONTRAKTOR, bersama dengan seluruh lampiran, spesifikasi, gambar, jadwal, dan dokumen-dokumen lain (jika ada) yang merupakan bagian yang tidak terpisahkan dari Kontrak.

"Hari" berarti hari kalender.

"Dokumen Lelang" berarti suatu paket dokumen lengkap yang dibuat dan dikeluarkan oleh PERUSAHAAN seperti yang diuraikan pada butir 3 berikut ini.

Istilah lain yang menggunakan huruf kapital dapat mengacu kepada lampiran-lampiran di dalam Format Kontrak atau sudah cukup jelas.

2. UMUM

PERUSAHAAN mengundang Peserta Lelang mengajukan Usulan Penawaran untuk pengadaan jasa sebagaimana disebutkan dalam Dokumen Lelang ini. Usulan Penawaran tersebut harus dibuat sesuai dengan Petunjuk Penawaran ini.

Peserta Lelang harus memahami dan melaksanakan sepenuhnya hukum, peraturan, kebiasaan, norma dan kewajiban dari Pemerintah Pusat dan/atau Daerah terkait, yang mungkin berkaitan dengan pelaksanaan proses lelang ini.

Alamat Korespondensi

Semua komunikasi sehubungan dengan proses lelang ini harus tertulis dan dialamatkan kepada:

PT. Supreme Energy Muara Laboh

Attn. : Procurement Committee

1. DEFINITIONS

"Bidder" shall mean qualified Bidders that are invited by the COMPANY to participate in the bidding process.

"Bid Proposal" shall mean administration, technical and commercial proposal as instructed in Part 3 - Form of Bid that particularly made for the purpose of this bidding process.

"Closing Date" shall mean Bid Proposal submission deadline date as stated the Invitation to Bid section.

"COMPANY" shall mean PT. Supreme Energy Muara Laboh.

"CONTRACTOR" shall mean the successful Bidder, appointed as the winner of the selection process to perform the works in accordance with the Contract.

"Contract" shall mean the contract to be executed between the COMPANY and the CONTRACTOR, together with all of the exhibits, specifications, drawings, schedules, and any further documents (if any) each of which is an integral part of the Contract.

"Day" shall mean calendar day.

"Enquiry Document" shall mean a complete package of document made and issued by COMPANY as specified in item 3 herebelow.

Any other capitalized terms may refer to exhibits in the Form of Contract or otherwise self explanatory.

2. GENERAL

COMPANY invites Bidder to submit Bid Proposal for the provision of services as described in this Enquiry Document. Such Bid Proposal shall be prepared in accordance with this Instruction to Bid.

It is clearly understood that Bidder shall be responsible to comply and fully aware with all applicable governmental and/or local laws, regulations, practices, codes and requirements which might relevant to this bidding process.

Correspondence Address

All communications related to this bidding process shall be in writing and addressed to:

Telefax : +62-21-27881732, or

Email : Bidder is requested to send scanned copy

of the letter and send by email to

• faishal-dwi@supreme-energy.com

• cc to: hary-wibowo@supreme-energy.com

3. DOKUMEN LELANG

Dokumen Lelang terdiri dari bagian-bagian sebagai berikut:

- Bagian 1 - Undangan Lelang
- Bagian 2 - Petunjuk Penawaran
- Bagian 3 - Format Penawaran
- Bagian 4 - Format Kontrak

PERUSAHAAN dapat mengadakan perubahan dan/atau instruksi tambahan selama masa lelang dalam bentuk tambahan terhadap Dokumen Lelang.

4. RAPAT PENJELASAN LELANG

Untuk membantu Peserta Lelang dalam menyiapkan Usulan Penawaran sebaik mungkin dan memberikan gambaran yang jelas mengenai pelaksanaan pekerjaan yang diperlukan, PERUSAHAAN dapat mengundang Peserta Lelang untuk menghadiri rapat penjelasan lelang atas biaya Peserta Lelang. Peserta Lelang dianjurkan mengikuti rapat ini.

Jika rapat penjelasan lelang diadakan, maka jadwal rapat dapat dilihat di bagian Undangan Lelang.

Risalah rapat penjelasan lelang menjadi adenda terhadap Dokumen Lelang dan akan diberikan ke semua Peserta Lelang.

Peserta Lelang diminta untuk menugaskan maksimum 2 (dua) perwakilan untuk menghadiri rapat penjelasan lelang. Peserta Lelang harus menyerahkan nama yang dinominasikan untuk menghadiri rapat penjelasan lelang.

5. BAGIAN DOKUMEN PERMINTAAN

PERUSAHAAN akan memberikan salinan dari semua penjelasan, pengecualian, risalah rapat penjelasan lelang dan/atau tambahan terhadap Dokumen Lelang kepada Peserta Lelang sebelum Tanggal Penutupan Lelang. Tambahan terhadap Dokumen Lelang yang dikirimkan kepada Peserta Lelang tersebut menjadi bagian dari Dokumen Lelang.

6. MEMPELAJARI DOKUMEN LELANG

Peserta Lelang harus mempelajari dan mengerti isi Dokumen Lelang serta meneliti kelengkapan dan kebenarannya. Apabila Peserta Lelang menemui ketidaksesuaian, kesalahan, kekurangan dan/atau mempunyai pertanyaan sehubungan dengan Dokumen Lelang, Peserta Lelang harus mengajukan langsung pertanyaan-pertanyaan tersebut secara tertulis kepada PERUSAHAAN.

Semua pertanyaan permintaan penjelasan harus disampaikan paling lambat lima (5) Hari sebelum Tanggal Penutupan Lelang, kecuali ditentukan lain dalam risalah rapat penjelasan lelang dan / atau tambahan terhadap Dokumen Lelang.

PERUSAHAAN akan meneliti semua permintaan penjelasan dan mungkin memberikan penjelasannya setiap saat sebelum tanggal penyampaian Usulan Penawaran.

Kecuali disebutkan dalam Dokumen Lelang,

3. ENQUIRY DOCUMENT

The Enquiry Document comprises the following sections:

- Part 1 - Invitation To Bid
- Part 2 - Instructions To Bid
- Part 3 - Form of Bid
- Part 4 - Form of Contract

COMPANY may issue amendments and/or additional instructions during the bidding process in the form of addendum to the Enquiry Document.

4. PRE-BID MEETING

To assist Bidder in preparing Bid Proposal in good manner and to give a clear view of the performance of the required services, COMPANY may invite Bidder to attend a pre-bid meeting at Bidder's own cost and effort. It is recommended for Bidder to attend this meeting.

Should the pre-bid meeting be conducted, the schedule is shown on Invitation to Bid section.

The minutes of pre-bid meeting resulting therefrom shall become addendum to the Enquiry Document and it will be distributed to all Bidders.

Bidder is required to assign maximum 2 (two) representatives to attend the pre-bid meeting. Bidder shall submit the nominated name(s) to attend the pre-bid meeting.

5. PART OF ENQUIRY DOCUMENT

COMPANY will issue copy of all clarifications, exceptions, the pre-bid meeting minutes and/or addendum to all Bidders prior to the Closing Date. Addendum to the Enquiry Document issued to Bidders shall be deemed part of the Enquiry Document.

6. REVIEW OF ENQUIRY DOCUMENT

The Bidder shall review the Enquiry Document and satisfy himself with respect to its completeness, correctness and sufficiency. Should Bidder find any discrepancies, errors, omissions and/or have any queries with respect to the Enquiry Document, Bidder shall direct their enquiries in writing to COMPANY.

All queries for clarification shall be submitted at the latest five (5) Days prior to the Closing Date, except stated otherwise in pre-bid meeting minutes and/or addendum to Enquiry Document.

COMPANY will review all requests for clarification and may issue the clarifications at any time prior to the Bid Proposal submission date.

Except stated herein in this Enquiry Document,

PERUSAHAAN tidak bertanggung jawab terhadap interpretasi dan/atau penjelasan Dokumen Lelang.

Peserta Lelang bertanggung jawab untuk mempelajari Dokumen Lelang dan menentukan sekitar ada persyaratan-persyaratan yang saling bertentangan atau informasi yang tidak lengkap yang perlu penyelesaian atau penjelasan.

7. BIAYA LELANG

PERUSAHAAN tidak bertanggung jawab atas segala biaya yang menjadi beban Peserta Lelang dalam hubungannya dengan persiapan dan pengajuan penawaran atas Dokumen Lelang ini maupun atas penyerahan informasi atau pertemuan susulan.

8. PROSEDUR LELANG

- 8.1 Proses lelang ini dilaksanakan dengan sistem lelang satu-sampul sebagai berikut:

Sampul berisi data administrasi dan teknis, data harga dan jaminan penawaran (ref. bagian 3 sub-bagian 1, sub-bagian 2, dan sub-bagian 3).

Sampul dapat disegel serta diserahkan kepada PERUSAHAAN pada waktu yang telah ditentukan.

- 8.2 Peserta Lelang diminta menyampaikan penawaran utama yang sesuai dengan persyaratan Dokumen Lelang. Evaluasi penawaran akan dilakukan berdasarkan penawaran utama dengan mengacu pada Pasal 8.3 Petunjuk Penawaran.

- 8.3 Sebagai tambahan dari penawaran utama, Peserta Lelang dibolehkan menyampaikan penawaran alternatif terhadap Dokumen Lelang, di sampul terpisah dan tersegel, untuk dipertimbangkan oleh PERUSAHAAN. PERUSAHAAN mempunyai hak penuh untuk mempertimbangkan penawaran alternatif tersebut.

- 8.4 Peserta Lelang juga diminta menyampaikan informasi mengenai ketercakupan asuransi termasuk premi asuransi, asuransi perusahaan dan harus sesuai dengan persyaratan asuransi dalam dokumen Kontrak.

Peserta Lelang yang berhasil akan diminta menyampaikan salinan polis asuransi yang mana ketercakupannya harus sesuai dengan persyaratan asuransi dalam dokumen Kontrak. Dalam hal salinan tersebut tidak diberikan, PERUSAHAAN akan menahan pembayaran pekerjaan KONTRAKTOR berdasarkan Kontrak tersebut sampai salinan persyaratan asuransi tersebut diberikan.

9. PENYAMPAIAN USULAN PENAWARAN

Jadwal penyampaian Usulan Penawaran dapat dilihat di bagian Undangan Lelang.

Usulan Penawaran yang disampaikan dan/atau diterima melewati batas waktu tersebut di atas tidak dapat diterima kecuali Perusahaan menentukan lain mempertimbangkan Usulan Penawaran lain belum dibuka.

COMPANY is not responsible for interpretations and/or explanations of Enquiry Document

It is Bidder's responsibility to review the Enquiry Document and to determine if there are conflicting requirements or omissions of information that need resolution or clarification.

7. COST OF BIDDING

COMPANY will not be held responsible for any expenses incurred by Bidder in connection with the preparation and submission of a reply to this Enquiry Document or any subsequent submission of additional information or attendance meetings.

8. BIDDING PROCEDURE

- 8.1 This bidding process is administrated using one-envelope bidding system as follow:

The envelope contains administrative and technical data, commercial data and bid bond (ref. part 3 section 1, section 2, and section 3).

The envelope may be sealed and submitted to COMPANY on the stipulated time.

- 8.2 Bidders are required to submit a **base bid** which is fully in compliance with Enquiry Document requirements. The evaluation will be based upon the base bid subject to Article 8.3 of Invitation to Bid.

- 8.3 In addition to the submitted base bid, Bidders may submit an alternative bid to the Enquiry Document, in separate sealed envelope, for COMPANY consideration. COMPANY, in its sole option, reserves the right to consider the alternative bid.

- 8.4 Bidder is required to submit with their bid information related to insurance coverage including insurance premium, insurance company, and must strictly comply with all insurance requirement as stated in the Contract document.

Successful Bidder will be required to submit copy of insurance policy, of which the coverage must strictly comply with insurance requirement in the Contract. Failure to do so will result in COMPANY withholding payment of CONTRACTOR's invoice for work provided under the Contract.

9. BID PROPOSAL SUBMISSION

The schedule of Bid Proposal submission is shown on Invitation to Bid part.

Bid Proposal that is submitted and/or received after the above schedule can not be accepted unless Company decided otherwise considering other Bid Proposal has not been opened.

PERUSAHAAN menganjurkan agar Usulan Penawaran diserahkan secara langsung pada waktunya menggunakan kurir, dan menghindari pengiriman melalui pos biasa.

Peserta Lelang dapat memperbaiki dan/atau menarik kembali Usulan Penawaran-nya dengan permintaan tertulis kepada PERUSAHAAN sebelum Tanggal Penutupan Lelang. Revisi dan/atau modifikasi Usulan Penawaran, dapat disampaikan kembali sebelum Tanggal Penutupan Lelang.

Usulan Penawaran yang diminta untuk dibatalkan akan dikembalikan tanpa dibuka kepada Peserta Lelang.

10. FORMAT PENAWARAN

Untuk membantu Peserta Lelang dalam menyusun Usulan Penawaran serta memudahkan PERUSAHAAN dalam melakukan evaluasi, Peserta Lelang harus menyusun Usulan Penawaran-nya sesuai dengan Bagian 3 – Format Penawaran.

11. SURAT PENAWARAN

Harap dipastikan bahwa hal-hal berikut telah tercakup pada surat penawaran :

- Harga penawaran yang diajukan sudah dalam huruf dan angka yang sesuai.
- Masa berlakunya Usulan Penawaran.
- Tanda tangan melintasi meterai tempel (Rp 6.000.00).

12. HARGA DAN MASA BERLAKU

Harga penawaran harus dinyatakan dengan huruf dan angka. Harga dan/atau tarif yang diberikan merupakan harga tetap yang tidak akan mengalami kenaikan sampai adanya penyerahan dan sudah memperhitungkan semua persyaratan yang diminta.

Harga penawaran harus berlaku tidak kurang dari 6 (enam) bulan sejak tanggal diserahkannya dokumen penawaran kecuali sebagaimana ditentukan sebaliknya secara khusus dalam dokumen ini.

13. TANDA TANGAN

Usulan Penawaran harus ditandatangani di atas materai Rp 6.000.00 pada ruang yang telah disediakan oleh Direktur Utama atau orang lain yang diberi wewenang. Orang yang diberi wewenang harus memaraf setiap lembar paparan-paparannya. Tidak dilaksanakannya hal tersebut akan mengakibatkan ditolaknya suatu Usulan Penawaran.

Nama semua penandatangan wajib diketik atau dicetak di bawah tanda tangannya dan setiap Peserta Lelang wajib memberi alamat lengkap usahanya.

Khusus untuk konsorsium, Usulan Penawaran harus ditandatangani oleh seluruh anggota konsorsium atau oleh salah satu anggota konsorsium yang diberi berwenang. Wewenang tersebut harus dibuktikan dengan surat kuasa asli dari setiap anggota konsorsium.

COMPANY strongly recommends hand delivery or the use of a courier for Bid Proposal submission on working days, Monday through Friday, and to avoid normal mailing.

Bidder may modify and/or withdraw its Bid Proposal without prejudice by written request to COMPANY, provided the written request is received before the Closing Date. The revision and/or modification of Bid Proposal can be submitted prior to the Closing Date.

Bid Proposal requested to be withdrawn shall be returned unopened to the Bidder.

10. FORM OF BID

To assist Bidder in preparing the Bid Proposal and to help the COMPANY carrying out evaluation, Bidder shall strictly prepare their Bid Proposal in accordance with the Part 3 – Form of Bid.

11. BID LETTER

Please ensure that the followings are covered in the bid letter:

- Bid price is consistent between words and figures
- Validity of the Bid Proposal.
- Signing over duty stamp (Rp 6,000.00)

12. PRICE AND VALIDITY

Bid price shall be stated in words and figures. Prices and/or rates given shall be firmed and not subject to escalation up to actual delivery and shall take into consideration all requirements stated therein.

The bid prices shall be valid for a minimum of 6 (six) months as of the date of bid submission except as otherwise specifically provided herein.

13. SIGNATURES

Bid Proposal shall be signed over an Rp 6,000.00 duty stamp in the space provided therein by President Director or other persons with the authority to bind the corporation. Bidder authorized person shall initial every page of the exhibits. Failure to do so will result in rejection of the Bid Proposal.

The name of all persons signing shall also be typed or printed below their signatures and each Bidder shall give its full business address.

For consortium, the Bid Proposal shall be signed by all authorized consortium members or signed by one of the authorized consortium member to sign on their behalf. Such authorization shall be clearly evidenced by original power of attorney from each authorized member of consortium.

14. SALINAN USULAN PENAWARAN

Jumlah Usulan Penawaran yang diserahkan adalah sebagai berikut:

- Satu (1) set asli Usulan Penawaran.
- Satu (1) set salinan Usulan Penawaran.
- CD yang berisi PDF dan native file dari Proposal Penawaran (Peserta lelang menyerahkan masing-masing 1 CD untuk tiap sampul yang diserahkan). Penamaan dan penomoran dokumen softcopy harus sesuai dengan Format Penawaran.

Bilamana terdapat ketidaksesuaian diantaranya, maka yang 'asli' yang akan menjadi acuan.

15. PEMBERIAN LABEL PADA SAMPUL

Sampul Usulan Penawaran yang telah disegel harus diberi tanda sebagai berikut:

ADMINISTRATIVE, TECHNICAL, AND COMMERCIAL DATA (ORIGINAL / COPY)

BIDDER NAME:

BID PROPOSAL FOR: — Shown in "Invitation to Bid" —

REFERENCE NO.: --- Shown in "Invitation to Bid" ---

FOR ATTENTION OF: PROCUREMENT COMMITTEE OF PT. SUPREME ENERGY MUARA LABOH
ONLY TO BE OPENED BY AUTHORIZED PERSONNEL

16. JAMINAN PENAWARAN – Not Applicable

Jika harga penawaran melebihi IDR 1,000,000,000.00, Peserta Lelang harus menyerahkan surat jaminan penawaran dalam bentuk bank garansi dari bank umum atau perusahaan asuransi kerugian (kecuali BPR, Takaful, Ramayana atau Pasaraya Asuransi) dengan nilai minimal 1% dari total estimasi harga penawaran.

Jaminan penawaran dimaksud harus mempunyai masa berlaku tidak kurang dari 6 (enam) bulan sejak tanggal terakhir penyerahan penawaran seperti tersebut dalam surat Undangan Lelang. Jaminan penawaran harus dilengkapi dengan surat pernyataan seperti terlampir.

Kegagalan dalam menyerahkan suatu jaminan penawaran bersama-sama dengan surat penawaran atau menyerahkan Jaminan Penawaran pengganti dalam waktu yang telah ditentukan akan mengakibatkan didiskualifikasinya penawaran perusahaan saudara.

Jaminan penawaran akan langsung dicairkan dan menjadi milik PERUSAHAAN, apabila Peserta Lelang mengundurkan diri atau membatalkan penawarannya sebelum pemenang ditetapkan atau meminta untuk menarik kembali jaminan penawarnya atau dinyatakan sebagai pemenang lelang tetapi mengundurkan diri atau tidak bersedia menandatangani "Letter of Intent". Peserta Lelang yang menarik Usulan Penawaran nya pada waktu masih berlakunya penawaran tersebut, Peserta Lelang bersangkutan akan di-black list selama 6 (enam) bulan efektif sejak pemenang lelang ini diputuskan.

17. PEMBUKAAN LELANG

Tidak akan ada pembukaan lelang terbuka. Usulan Penawaran akan diterima, dibuka dan dievaluasi sendiri

14. COPY OF BID PROPOSAL

Number of Bid Proposal to be submitted is as follows:

- One (1) set original of Bid Proposal
- One (1) set copy of Bid Proposal
- CD consists of PDF and native file of the bid proposal (Bidder to submit 1 CD for each envelope). Name and numbering of softcopy file shall refer to Form of Bid.

In the event of any discrepancies between the documents, the original shall prevail.

15. ENVELOPE LABELING

The envelope of Bid Proposal that have been sealed shall be labeled as follows:

16. BID BOND – Not Applicable

If the bid price is more than IDR 1,000,000,000.00, Bidder shall submit a bid bond in the form of bank guarantee from a public bank or a loss insurance company (except BPR, Takaful, Ramayana or Pasaraya Insurances) with the amount of at least 1% of the total estimated bid price.

Such bid bond must have a validity of at least 6 (six) months from the latest date of bid submission as mentioned in the Invitation to Bid. The bid bond must be completed with the confirmation letter as set forth therein.

Failure to submit the bid bond within the mentioned period herein together with the submission of Bid Proposal or failure to submit the replacement Bid Bond within the specified time will result in the disqualification of your company's bid.

The bid bond will be immediately forfeited in COMPANY's interest, in case the Bidder withdraws from this bidding process or cancels its bid before the successful Bidder is determined, or requests to withdraw its bid bond, or is declared to be the successful Bidder but withdraws its bid from this bidding process, or is not willing to sign the 'Letter of Intent'. Any Bidder withdraws its Bid Proposal within the validity period; such a Bidder will be put as a blacklisted candidate for 6 (six) months period effective on the date this tender is awarded.

17. BID OPENING

There will be no public bid opening. Bid Proposal will be received, opened and evaluated by COMPANY

oleh wakil PERUSAHAAN yang ditunjuk.

Setelah evaluasi data administrasi, teknis dan harga selesai, secara resmi Peserta Lelang akan diberitahukan hasil evaluasi Usulan Penawaran yang disampaikan.

18. EVALUASI USULAN PENAWARAN

18.1 PERUSAHAAN akan mengevaluasi Usulan Penawaran yang diterimanya dan memberikan Kontrak kepada Peserta Lelang yang dinyatakan sebagai yang terbaik menurut kepentingan PERUSAHAAN. Tergantung dari nilai Kontrak, izin dari Partner dan/atau pihak-pihak ke tiga lainnya mungkin diperlukan untuk mengambil keputusan pemenang lelang.

18.2 Evaluasi penawaran yang dilakukan PERUSAHAAN akan mempertimbangkan, antara lain faktor-faktor berikut ini:

- a. Kelengkapan Usulan Penawaran dan ketaatannya terhadap Petunjuk Penawaran.
- b. Kecocokannya secara menyeluruh dari Usulan Penawaran terhadap persyaratan-persyaratan Data Administrasi, Teknis dan Komersial dari PERUSAHAAN, termasuk resiko-resiko yang ditemukan saat evaluasi teknis dan komersial.
- c. PERUSAHAAN mempunyai hak untuk menggagalkan Peserta Lelang dalam proses lelang ini apabila Peserta Lelang tersebut pernah melakukan pekerjaan yang serupa dalam kurun waktu 3 (tiga) tahun dengan hasil yang tidak memuaskan di grup PERUSAHAAN atau di perusahaan lainnya.

18.3. Dokumen-dokumen yang dikeluarkan PERUSAHAAN setelah Tanggal Penutupan Lelang sebagai hasil rapat-rapat antara PERUSAHAAN dan Peserta Lelang, atas keputusan PERUSAHAAN, dapat menjadi bagian dari Kontrak.

18.4. Evaluasi administrasi dilakukan berdasarkan system Lolos atau Gagal berdasarkan pertimbangan tunggal PERUSAHAAN

18.5. Evaluasi teknis dilakukan berdasarkan system Lolos atau Gagal berdasarkan pertimbangan tunggal PERUSAHAAN, berdasarkan persyaratan teknis (secara keseluruhan maupun secara individu) yang terdapat di dalam Dokumen Lelang, untuk mendapatkan kemampuan teknis terbaik untuk melaksanakan dan menyelesaikan pekerjaan. Peserta Lelang harus menyerahkan Data Teknis sebagaimana disebutkan dalam Sub-bagian 2 dari Format Penawaran yang harus menunjukkan kemampuan Peserta Lelang untuk melaksanakan pekerjaan.

18.6 Untuk evaluasi komersial, PERUSAHAAN akan mempertimbangkan hal-hal berikut ini:

- a. Koreksi terhadap kesalahan aritmatik, berdasarkan Pasal 19 Petunjuk Penawaran, jika kesalahan tersebut terdapat di dalam harga penawaran.

authorized representatives.

After the administration, technical, and commercial evaluations are concluded, Bidder will be officially notified the result of their Bid Proposal evaluation.

18. EVALUATION OF BID PROPOSAL

18.1 COMPANY will evaluate Bid Proposal received and award the Contract to Bidder whose proposal is determined to be in COMPANY best interest to accept. Depending on the value of Contract, approval from partner and/or other third parties may be required to make the award.

18.2 The COMPANY's evaluation of bid will take into account, among others, the following factors:

- a. Completeness of Bid Proposal and its conformity to these Instructions to Bid.
- b. Overall suitability of the Bid Proposal to COMPANY administration, technical and commercial data requirements, including risks resulted from technical and commercial evaluation.
- c. COMPANY shall have the right to fail such Bidder in this bidding process should the Bidder has unsatisfactory work performance in the similar work for the past 3 (three) years either in the COMPANY group or other companies.

18.3. Documents issued by COMPANY after Closing Date resulted from meetings between COMPANY and Bidder, at COMPANY's option, could become part of Contract.

18.4 Administrative evaluation will be a pass or fail system at sole discretion of COMPANY.

18.5. Technical evaluation will be a pass or fail system, at sole discretion of COMPANY, based on overall and individual technical requirements as stated in the Enquiry Document, to get the best technical capability in performing and completing the work. Bidder shall submit the technical data as described in Section 2 of Form of Bid which shall demonstrate their capability to perform the work.

18.6. For commercial evaluation, the COMPANY shall consider the following:

- a. Correction of arithmetical errors, pursuant to Article 19 of Instruction to Bid, if such errors are found in the Bidder's bid price.

- b. Penyesuaian harga yang disebabkan oleh penyimpangan yang diusulkan berdasarkan Pasal 22.1 Petunjuk Penawaran.
- c. Preferensi harga dari tingkat komponen dalam negeri dan harga evaluasi akhir sesuai formula yang terdapat di Sub-bagian 4 – Lampiran 6.

Penyesuaian harga yang dihasilkan dari prosedur di atas harus ditambahkan, untuk tujuan evaluasi komersial, dan menjadi "Harga Evaluasi Penawaran". Harga penawaran dari Peserta Lelang akan tetap tidak berubah.

19. KESALAHAN ARITMATIK

PERUSAHAAN mempunyai opsi untuk mengoreksi kesalahan aritmatik suatu Usulan Penawaran tanpa merubah harga unit yang ditawarkan. Jika koreksi aritmatik tersebut mengakibatkan adanya perubahnya harga unit, Usulan Penawaran bersangkutan akan didiskwalifikasi.

20. KONDISI-KONDISI LELANG

Dengan menyampaikan Usulan Penawaran, sepenuhnya disetujui dan dimengerti bahwa:

- 20.1 Dalam rangka evaluasi lelang, jika dibutuhkan, Peserta Lelang harus memberikan akses terhadap data-data dan kelengkapannya guna memeriksa Sistem quality assurance Peserta Lelang berkenaan dengan Usulan Penawaran.
- 20.2 PERUSAHAAN berhak melakukan kunjungan, pemeriksaan dan menyakinkan diri mengenai data-data, sarana, peralatan dan sumber daya lainnya dari Peserta Lelang serta melakukan penilaian teknik dan komersial sebagai bagian dari lelang dan/atau sebelum melakukan segala perjanjian.
- 20.3 Baik Dokumen Lelang maupun penyampaian Usulan Penawaran tidak mengharuskan PERUSAHAAN untuk melakukan kontrak perjanjian dengan Peserta Lelang, atau melibatkan PERUSAHAAN dengan suatu kewajiban finansial. Harus dimengerti bahwa PERUSAHAAN tidak terikat untuk menerima penawaran dengan harga paling rendah atau penawaran lainnya guna melaksanakan Pekerjaan.
- 20.4 Peserta Lelang tidak dibenarkan menyatakan dirinya memenangkan lelang ini kecuali telah menerima pemberitahuan tertulis tentang hal tersebut dari PERUSAHAAN. Setelah evaluasi penawaran, Peserta Lelang yang tidak berhasil akan diberitahu untuk mengambil jaminan penawarannya dari PERUSAHAAN.

- b. Price adjustment due to proposed deviation in accordance to Article 22.1 of Instruction to Bid.
- c. Local content margin of preference and final evaluation formula as shown in Section 4 – Appendix 6.

Any adjustments in price that resulted from the procedures outlined above shall be added, for purpose of commercial evaluation, to arrive at an "Evaluated Bid Price." Bid prices quoted by Bidders shall remain unchanged.

19. ARITHMATICAL ERROR

COMPANY has option to adjust arithmetical error to any Bid Proposal as required without changing the unit price/cost offered. If the adjustment of the arithmetical error results in changing any unit price/cost, such a Bid Proposal will be disqualified.

20. BID CONDITIONS

By submission of the Bid Proposal it is fully agreed and understood that:

- 20.1 Bidder shall, should COMPANY, as part of its bid evaluation so desire, afford access to its premises and records for the purpose of auditing Bidder's quality assurance system with regards to the Bid Proposal.
- 20.2 COMPANY reserves the right to visit, inspect and satisfy itself regarding the premises, facilities equipment and other resources of Bidder and to carry out a technical and commercial appraisal as part of bid process and/or prior to entering into any agreement.
- 20.3 Neither Enquiry Document nor the submission of the Bid Proposal, shall in any way commit COMPANY to enter into a Contract with Bidder, or involve COMPANY in any financial commitments. It shall be clearly understood that COMPANY is not bound to accept the lowest, or any bid for the performance of the Work.
- 20.4 Bidder shall not consider itself successful unless and until it receives a written notice to that effect from COMPANY. After the bid evaluation, should the Bidder be unsuccessful, Bidder will be notified accordingly. Such notification will enable Bidder to retrieve the bid bond from COMPANY.

- 20.5 PERUSAHAAN menghendaki agar Dokumen Lelang diperlakukan sebagai sesuatu yang rahasia. Dokumen Lelang tidak boleh diperbanyak baik sebagian atau seluruhnya atau disebarluaskan oleh Peserta Lelang selain untuk keperluan proses lelang ini.
- 20.6 Diingatkan kepada Peserta Lelang bahwa perusahaan dalam satu group atau dimiliki oleh orang yang sama tidak dibenarkan mengikuti suatu lelang. Jika dalam lelang ini ada Peserta Lelang yang berasal dari group yang sama atau dimiliki oleh individu yang sama atau individu-individu dalam satu keluarga, adalah merupakan tanggung jawab Peserta Lelang tersebut untuk memberi tahu PERUSAHAAN. Tidak dipenuhinya persyaratan tersebut dapat mengakibatkan ditolaknya suatu penawaran.
- 20.7 PERUSAHAAN akan menolak suatu Usulan Penawaran, jika ternyata Peserta Lelang tersebut pernah menjadi rekanan pengadaan barang dan/atau jasa PERUSAHAAN tetapi tidak dapat melaksanakan pengadaan tersebut dengan memuaskan, sesuai penilaian PERUSAHAAN.

21. SURVEY LAPANGAN

Jika diperlukan Peserta Lelang dapat melakukan survei lapangan di daerah operasi untuk mendapatkan data-data sebagaimana adanya dalam menyiapkan Usulan Penawarannya. Usulan Penawaran harus mencakup semua kewajiban KONTRAKTOR yang diuraikan dalam Dokumen Lelang dan segala sesuatu yang mungkin dibutuhkan dalam mencapai kinerja yang baik dari KONTRAKTOR.

Biaya survei lapangan yang dilakukan ditanggung oleh Peserta Lelang kecuali secara khusus disebutkan lain. Survei yang akan dilakukan harus dikonfirmasikan lebih dahulu secara tertulis dengan PERUSAHAAN.

22. PENYIMPANGAN ATAU PENGECUALIAN

- 22.1 Penyimpangan terhadap Petunjuk penawaran dapat mengakibatkan ditolaknya Usulan Penawaran. Pada prinsipnya PERUSAHAAN tidak menghendaki adanya pengecualian dan PERUSAHAAN atas kebijaksanaannya sendiri berhak menolak Usulan Penawaran tersebut.

Jika Peserta Lelang ingin membuat penyimpangan, penyimpangan tersebut harus dituliskan di dalam format yang tersedia di Sub-bagian 4 – Lampiran 7. Peserta Lelang juga harus memberikan tambahan harga yang dibutuhkan untuk menghilangkan penyimpangan tersebut.

- 22.2 Pengecualian atau permintaan perubahan dari Peserta Lelang terhadap Dokumen Permintaan harus dikirimkan lima (5) Hari sebelum Tanggal Penutupan Lelang, kecuali ditentukan lain oleh PERUSAHAAN. Pengecualian harus sudah diklarifikasi atau diputuskan sebelum Tanggal Penutupan Lelang.

Apabila Peserta Lelang tidak sepakat dengan jawaban dari PERUSAHAAN, maka pembahasan lebih lanjut dapat dipertimbangkan. Namun apabila Peserta Lelang masih tidak sepakat

- 20.5 It is COMPANY's desire that the Enquiry Document should be treated with care as if they were confidential matters. Enquiry Document should not be reproduced in whole or in part or disclosed by Bidder other than for the purpose of this bidding process.
- 20.6 Bidders are reminded that companies of the same owner or business group are not allowed to bid in one particular tender. If there are Bidders invited for this tender, which are in the same business group or owned by the same individual or individuals in the same family, it is their responsibility to advise COMPANY of this relationship and confirm which company will submit the Bid Proposal. Failure to comply this requirement will result in bid disqualification

- 20.7 COMPANY may outright disqualify any Bid Proposal, if the Bidder, having previously provided goods and/or services to COMPANY, has, in the sole opinion of COMPANY, failed to perform those procurement to the complete satisfaction of COMPANY.

21. SITE SURVEY

Bidder, if they feel necessary, may perform a site survey at the area of operations and satisfy himself with respect to the required data, its correctness and sufficiency for preparation of the Bid Proposal. The Bid Proposal shall cover all of CONTRACTOR's obligations set forth in the Enquiry Document and all matters that may be necessary or required for the proper performance by CONTRACTOR.

The site survey should be done solely on Bidder's cost except as particularly mentioned otherwise. Such survey shall be confirmed in writing with COMPANY.

22. DEVIATION OR EXCEPTION

- 22.1 Any deviation from this Instruction to Bid may disqualify the Bid Proposal. Exceptions are in principle undesirable and COMPANY in its sole discretion reserves the right to reject such Bid Proposal.

If a Bidder wishes to make a deviation, such deviation shall be listed in the relevant form in Section 4 – Appendix 7. The Bidder shall also provide the additional price if any, for withdrawal of the deviation.

- 22.2 Request for modifications to this Enquiry Document made by Bidder should be submitted five (5) Days before the Closing Date, except decided otherwise by COMPANY. Exceptions shall have been clarified or settled prior to the Closing Date.

Should Bidder disagree with COMPANY's response, further discussion may be considered. However, should Bidder remain in disagreement with COMPANY's final decision

dengan keputusan akhir PERUSAHAAN sebelum hari pembukaan lelang, maka Peserta Lelang dipersilahkan untuk menarik diri dari pelaksanaan lelang ini.

- 22.3 Pengajuan pengecualian yang telah ditolak atau pengecualian/penyimpangan baru yang disertakan pada Usulan Penawaran dapat menyebabkan alasan bagi PERUSAHAAN untuk tidak mempertimbangkan lebih lanjut Usulan Penawaran dan Peserta Lelang dapat didiskualifikasi.

23. PEMBATALAN

PERUSAHAAN berhak membatalkan proses lelang ini atau melakukan pelelangan ulang setiap saat sebelum penandatanganan "letter of intent" tanpa kewajiban memberikan alasan apapun, meskipun Peserta Lelang telah menerima pemberitahuan mengenai keberhasilannya dalam proses lelang ini.

24. USULAN FORMAT KONTRAK

Usulan Format Kontrak tercakup dalam Bagian 4 Dokumen Lelang ini. Seluruh spesifikasi dibuat berdasarkan persyaratan PERUSAHAAN.

25. JAMINAN PELAKSANAAN

Pemenang Lelang diwajibkan menyerahkan jaminan pelaksanaan kepada PERUSAHAAN apabila estimasi nilai total Kontrak lebih besar dari IDR 1,000,000,000.00. Jaminan pelaksanaan harus paling tidak sebesar 5% dari nilai total Kontrak. Jaminan pelaksanaan ini harus berlaku sejak tanggal penandatanganan letter of intent sampai dengan 3 (tiga) bulan setelah tanggal berakhirnya masa Kontrak.

Jaminan pelaksanaan tersebut harus dikeluarkan oleh suatu bank umum, dan isinya harus sesuai dengan bentuk standar format jaminan pelaksanaan terlampir atau serupa yang dapat diterima oleh PERUSAHAAN serta dilengkapi dilengkapi dengan surat pernyataan seperti terlampir.

Jaminan pelaksanaan tersebut harus memuat ketentuan-ketentuan yang mengesampingkan semua hak penjamin yang diberikan oleh hukum berdasarkan Kitab Undang-Undang Hukum Perdata (sepantjang ketentuan tersebut masih berlaku) yang dapat berpengaruh pada bank garansi, termasuk tetapi tidak terbatas pada pasal-pasal 1430, 1821, 1831, 1848 dan 1849 KUH Perdata dan bersedia mencantumkan persyaratan Unconditional Bond Pasal 1832.

Dalam hal PERUSAHAAN tidak dapat menerima jaminan pelaksanaan, maka jaminan pelakanaan tersebut harus diganti dalam waktu 7 Hari sejak tanggal pemberitahuan tertulis PERUSAHAAN.

26. ETIKA BISNIS

Karyawan PERUSAHAAN akan dikenakan tindakan disiplin yang berat jika terlibat dalam suatu kasus yang melanggar etika bisnis (termasuk tetapi tidak terbatas pada menerima pemberian dalam bentuk uang, barang, fasilitas atau bentuk lain apapun secara langsung atau

prior to bid opening, Bidder could withdraw from this bidding process.

- 22.3 Submission of rejected exception or new exception/deviation in the Bid Proposal may constitute reason for COMPANY not to further consider the Bid Proposal and such Bidder may be subject to disqualification.

23. CANCELLATION

COMPANY has the right to cancel this bidding process or to re-bid at any time before the signing of the letter of intent by both parties without any obligation to indemnify whatsoever, notwithstanding Bidder has received our notification as the successful Bidder in this bidding process.

24. PROPOSED FORM OF CONTRACT

The proposed Form of Contract is included in Part 4 of this Enquiry Document. COMPANY has prepared the specifications based upon its requirements.

25. PERFORMANCE BOND

The successful Bidder is obliged to submit a performance bond to COMPANY, if estimated total Contract value is greater than IDR 1,000,000,000.00. Such performance bond shall have an amount of at least 5% of estimated total Contract value. Performance bond shall be valid as of the date of signing of the letter of intent until 3 (three) months after the expiration date of the Contract period.

Such performance bond must be issued by a public bank, and its contents must be in the same form as the attached standard performance bond form, or in a similar form that is acceptable to COMPANY, and must be completed with the confirmation letter as setforth therein.

Such performance bond shall contain provisions which waive all of the guarantor's rights and privileges under the Indonesian Civil Code (to the extent applicable) as necessary to give such effect to the bank guaranteee, including but not be limited to Articles 1430, 1821, 1831, 1848 and 1849 of KUH Perdata thereof and agree to include Unconditional Bond provision - Article no. 1832 of KUH Perdata.

In the event COMPANY cannot accept the above mentioned performance bond, such a performance bond must be replaced within 7 Days as from the date of COMPANY written notification.

26. BUSINESS ETHICS

The employees of COMPANY will be subject to severe disciplinary action when found to be involved in a case of business ethics violation (including but not limited to receiving gifts in the form of money, goods, facilities or in whatever other form directly or

tidak langsung dari Peserta Lelang baik secara umum atau sehubungan dengan Petunjuk Penawaran ini) dan oleh sebab itu para Peserta Lelang diminta tidak melakukan sesuatu yang dapat menyebabkan karyawan PERUSAHAAN melakukan suatu pelanggaran etika bisnis tersebut, sehingga hubungan usaha antara kedua perusahaan kita tidak terpengaruh secara buruk karenanya.

Peserta Lelang yang diidentifikasi melanggar ketentuan etika bisnis tersebut akan di diskwalifikasi dari proses lelang ini.

27. PERJANJIAN JAMINAN

Jika Peserta Lelang dalam melaksanakan seluruh atau sebagai Pekerjaan merencanakan menggunakan peralatan dan/atau fasilitas yang dimiliki oleh perusahaan lain, maka Peserta Lelang diminta menyertakan perjanjian jaminan yang ditandatangani oleh perusahaan pemilik peralatan dan/atau fasilitas tersebut sesuai dengan ketentuan yang berlaku.

28. BAHASA

Petunjuk Penawaran ini dibuat dalam Bahasa Indonesia dan Bahasa Inggris. Dalam hal terdapat perbedaan arti antara versi Bahasa Indonesia dan Bahasa Inggris, maka versi Bahasa Inggris yang berlaku.

indirectly from Bidder whether generally or in connection with this Instruction to Bid) and Bidder are therefore expected to refrain from actions that can tempt COMPANY employees into such business ethics violation, in order that the business relationship between our two companies will not be adversely affected as a result thereof.

The Bidder which is identified as having violated this business ethics policy will be disqualified from this bidding process.

27. AGREEMENT OF GUARANTEE

If Bidder in performing work or any part of the work plans to use equipment and/or facilities owned by another company, Bidder is required to provide an agreement of guarantee executed by the owner in accordance with the applicable provisions.

28. LANGUAGE

This Instruction to Bid is executed in Bahasa Indonesia and the English Language. In the event of conflict between the Bahasa Indonesia and the English version, then English version shall prevail.

BAGIAN 3 - FORMAT PENAWARAN
PART 3 - FORM OF BID

SECTION 1 – ADMINISTRATION DATA

If Bidder holds a valid SLKA, Bidder is to submit only A.1, A.2 (8), A.4, A.5, A.6 and A.7 if applicable. However, if Bidder does not hold a valid SLKA then all of items below are required to be fulfilled.

No.	<u>Descriptions</u>
A.1	Acceptance of Form of Contract Bidder's acceptance to COMPANY Form of Contract and other Enquiry Document requirements shall be stated clearly using STATEMENT OF CONFORMITY form shown in Appendix 1.
A.2	Licences, Permit and Other Requirement Bidder must provide the following documents in the order given below: (1) Copy of Akte Notaris (Article of Incorporation) and the Amendments (if any) (2) Copy of SIUP (Surat Ijin Usaha Perdagangan), foreign investment / PMA or similar documents (3) Copy of SKT from Ditjen EBTKE (Energy Baru, Terbarukan dan Konservasi Energi) Ministry of ESDM or replace with statement letter which mention that Bidder will apply for SKT from Ditjen EBTKE after Contract award and provide the SKT/application evidence before commencement of the Services. (4) Copy of valid Tax Payer Identification Number (NPWP) and PKP (5) Evidence of the last three (3) months tax deposit (6) The list of Bidder shareholder (7) The list of Bidder Board of Directors & Management (8) Original Bank Reference using format shown in Appendix 8. (9) Astek/Jamsostek Certificate (10) N/A
A.3	Financial Report Bidder should provide the latest year of its Financial Reports. For the Bid Price above Rp 2 Billions, the Financial Report should be audited by Public Accountant.
A.4	Bidder's Overall Organisational Structure Bidder shall provide an overall organisation chart, which shows its relationship with any Parent COMPANY, Joint Venture Partners, subcontractor and any other participants in this particular work.
A.5	Group Company Guarantee Bidder shall confirm that a Group Company Guarantee as required in the Exhibit A of the Contract will be available after Contract awarded to the successful Bidder and shall be issued in accordance with format shown in Appendix 4.
A.6	Bidder's Authorized Person to Sign Contract Bidder shall, when submitting its Bid Proposal, give the name(s) of the person(s) authorized to sign the CONTRACT and/or the Invoices should Bidder be successful.
A.7	Cover Letter (only for 2 Envelope or 2 Stage bidding) – N/A

SECTION 2 – TECHNICAL DATA

Technical evaluation will be conducted at sole discretion of COMPANY to get the best technical capability in performing and completing the project. Therefore Bidder is required to provide through explanation of how to complete for every task outlined in the Exhibit of the Scope of Work.

In addition to the Exhibit of the Scope of Work, Bidder shall submit Technical Data in the format shown below which demonstrate their capability to perform the work for technical evaluation. The technical proposal shall consist of all required information listed hereunder.

No.	Descriptions
B.1	Proposed Organisation Chart Bidder shall provide their Organization Chart identifying Bidder's representative and key personnel dedicated to the performance of the work. The chart shall also show the relationship of Bidder's representative and his project team to the other parts of Bidder's organization together with the relationship proposed with major subcontractors or joint venture participants. Bidder shall provide job descriptions of its key personnel in the organization chart specifying areas of responsibility, reporting relationships and levels of authority.
B.2	Previous Experience and Demonstration of Proven Track Record Bidder shall have minimum of 3 years experience (aggregate) in similar services for the last 5 years. Bidder shall provide the following information to demonstrate their track record and familiarity with performing services of a similar nature that required by this Enquiry Document: (1) Description including size, location, throughput and process of similar services in Indonesia and Asia which has been performed during the last 5 (five) years. (3) Value of each service (4) Bidder's role in the services (5) Identity of associates, affiliates, subcontractors and/or prime contractors involved in the above services.
B.3	Proposed Coordination Office and Technical Headquarters N/A
B.4	Work Method and Proposed Work Flow Completion (1) Bidder shall outline the method or expected approach to complete the work (to show COMPANY that Bidder understands the work). The Bidder should emphasize in the discussion where and why his approach provides innovative efficiency improvements, cost or time saving methods for COMPANY to consider. <ul style="list-style-type: none">• If using subcontractor, Bidder shall explain also its subcontracting plan.• If applicable, Bidder is to provide delivery or completion schedule of the work. (2) Bidder shall provide Bidder's SHE Procedures applicable and implemented within Bidder's operation. (3) Bidder shall provide QA/QC control system procedures to avoid any delay of the CONTRACTOR's work. (4) Bidder shall provide Journey/Transportation Management on their mob/de-mob and any other spot movement
B.5	Proposed Equipment and/or Personnel Bidder shall propose equipment needed and/or its personnel to satisfactorily complete the overall works as stipulated in the Exhibit of the Scope of Work. Be noted that the equipment proposed and/or all personnel nominated shall refer to the Exhibit of Scope of Work specified therein. If not specifically requested in the Exhibit of the Scope of Work, Bidder shall provide a list of equipment proposed for these services including its detailed technical specification, especially the main equipment. This list shall include - as a minimum – the maker, model/type, capacity, quantity and other specific technical characteristics of the equipment. COMPANY shall have the right to inspect Bidder's proposed equipment. If not specifically requested in the Exhibit of the Scope of Work, Bidder shall provide a detailed resume/CV for each personnel proposed for these services, especially for the key persons. This resume shall include - as a minimum - the name, age, nationality, company and industry training, current position, background / qualifications / educational profile, related work experience, location of work, years with the company, photograph, and notable achievements in the candidates' career to date. COMPANY shall have the right to interview Bidder's proposed personnel.
B.6	Deviation (if any) If applicable, Bidder to submit Deviation Form (unpriced) shown on Appendix 7.

SECTION 3 - COMMERCIAL DATA

The Commercial Data shall comprise the following information.

No. **Descriptions**

C.1 Bid Proposal Letter

The Bid Proposal letter shall be submitted on Bidder's letter head with authorised signature over Rp 6,000.00 duty stamp, the form of which is shown in **Appendix 2** hereinafter. The Bid Price shall be stated clearly and consistently in figures and words.

C.2 Detailed Remuneration

- (1) Bidder shall insert breakdown of rates, sums or prices against each item listed in Attachment 2 to Exhibit C – Schedule of Prices. Any items which do not have rates, sums or prices inserted shall be deemed to be nil cost.
- (2) Currency used for prices shall refer to Exhibit C - Compensation and Payment.
- (3) Bid Proposal shall also state the unit rates and calculate the Bid Price according to the form stated Exhibit of Compensation and Payment thereof. The Exhibit C is not a commitment, and will be used for evaluation purpose only.

C.3 Bid Bond – N/A

If the Bid Price is above IDR 1,000,000,000.00, Bidder shall provide COMPANY with a bid bond in the form presented in **Appendix 3** herewith, together with Bidder's Bid Proposal, in a separate sealed envelope.

The bid bond can be issued by banks as a bank guarantee or by insurance company according to Decree of Minister of Finance No.: KEP-370/KM.10/2012 dated 30 Juli 2012 or the latest decree if exists. Bid bond issued by BPR (Bank Perkreditan Rakyat) is not acceptable. The amount shall be at least 1% (one percent) of bid price, in the same currency as the bid price, and it shall be valid for a period equivalent to the validity of bid. Statement of its authenticity is required.

C.4 Local Content

Bidders should optimize using of local products and personnel which meet technical requirements. Bidders must complete the attached Local Content Form hereafter shown on **Appendix 5** and Exhibit D – Local Content Calculation for each individual service with back up calculation and documentation supporting Bidder's statement of foreign and domestic content and submit it with the Bid Proposal. The successful Bidder is solely responsible for financial sanctions imposed by the applicable regulations, if there is a difference between actual local content and local content calculated in the Bid Proposal. The total price of each item shall be consistent with the Breakdown of the Price. The Indonesian/local Content proposed by the successful Bidder will be subject to COMPANY and/or Government audits during and after the performance of the Contract.

C.5 Price List

During performance of the Work/Services, COMPANY may require CONTRACTOR to supply Goods, CONTRACTOR's Equipment and or CONTRACTOR's Personnel, out of those explicitly stipulated in the Schedule of Prices of Exhibit C. To anticipate this requirement, Bidder may submit their Price List (sometime called Shopping List) and/or Price List Book (or Price Book). Bidder to complete form as refer to Attachment 3 to Exhibit C – Price List.

Price List is subject to negotiation prior and during Contract execution. CONTRACTOR shall provide discount to COMPANY for the submitted Price List Book.

C.6 Deviation (if any)

If applicable, Bidder to submit Deviation Form (priced) shown on **Appendix 7**.

Section 4 – Additional Requirements
APPENDIX 1

STATEMENT OF CONFORMITY

PT. Supreme Energy Muara Laboh

Menara Sentraya, 23rd Floor
Jl. Iskandarsyah Raya No. 1A
Kebayoran Baru, Jakarta 12160

Attention: Procurement Committee

Gentlemen:

TITLE: PROVISION OF WELL CHEMISTRY SAMPLING, ANALYSIS AND TRACER FLOW TEST FOR
DEVELOPMENT WELLS
Ref. No. : 16000148-OQ-10101

Having examined the Enquiry Document for the above named Work, we offer to perform, complete and warrant the whole Work in full conformity with the said Enquiry Document for fixed prices and rates as submitted in this Bid Proposal.

We confirm that our Bid Proposal is valid for **6 (six) months** from the Closing Date of the submittal stated in your Enquiry Document.

- Our Bid Proposal is in strict accordance with the Enquiry Document.*
- Our Bid Proposal is not in accordance with the Enquiry Document and we propose new and/or rejected exceptions.*
 - We attach technical deviation list in Administration and Technical Proposal **
 - We attach commercial deviation list in Commercial Proposal **

* Check one of the boxes as appropriate.

Note: any Bid Proposal not in accordance with the Enquiry Document may be subject to rejection.

** Check one or both of the boxes if Bidder Proposal is not in accordance with the Enquiry Document.

Enquiry Document Parts 3 and 4 are enclosed herewith and together with this letter comprise our Bid Proposal.

We the Bidders understand that PT. Supreme Energy Muara Laboh are not bound to accept any Bid Proposal received, and may reject all or any Bid Proposal(s) received without giving reason for the rejection.

Should you have questions or require any clarifications regarding this bid, please direct enquiries to:

Name/Title: _____ (Contact Person)/_____

Phone/Fax No: _____

E-mail Address: _____



Signed: _____

Company: _____

Typed Name: _____

Address: _____

Position: _____

Date: _____

**Section 4 – Additional Requirements
APPENDIX 2**

BID LETTER

No.
Date.....

PT. Supreme Energy Muara Laboh
Menara Sentraya, 23rd Floor
Jl. Iskandarsyah Raya No. 1A
Kebayoran Baru, Jakarta 12160

For the attention of Procurement Committee

Dear Sirs

**PROVISION OF WELL CHEMISTRY SAMPLING, ANALYSIS AND TRACER FLOW TEST FOR DEVELOPMENT
WELLS**
Ref. No. : 16000148-OQ-10101

We have read the Enquiry Document relating to the above work and:

1. We acknowledge receipt of your Enquiry Document and confirm that the contents have been taken into consideration in the preparation of our Bid Proposal.
2. We confirm that we have fully satisfied ourselves as to the extent and nature of the work to be provided.
3. We hereby offer our best price to perform the work in accordance with the Scope of Work and in conformity with the other documents which comprise this Enquiry Document.

IDR _____ (Say : _____)

4. The bid price above is the lowest and best of our company can offer and shall be firmed and binding and will not be subject to revision for a period of 6 (six) months from the bid closing date.
5. We undertake in the event of your acceptance to execute a formal CONTRACT with you embodying all the terms and conditions contained within this offer. Unless and until a formal CONTRACT is prepared and executed, this Bid Proposal together with your written or telexed acceptance thereof shall constitute a binding CONTRACT between us.
6. We undertake that if our Bid Proposal is accepted, we shall commence the work in accordance with COMPANY instructions.
7. We hereby declare that only the persons or firm interested in the Bid Proposal as principals are named herein, and that no other persons or firms other than herein mentioned have any interest in this proposal, and that it is made without connections with any other persons, company, or parties likewise submitting a tender or proposal: and that is in all respect and in good faith, without collusion or fraud.

(Rp 6,000.00 stamp duty)

Date/Signature: _____

Name of Authorised Signatory: _____

Position in Company: _____

Full Registered Name of Company: _____

Address: _____

Telephone/Faximile Number: _____

Section 4 – Additional Requirements
APPENDIX 3

(Bid Bond issuer's Letterhead)

Jaminan Penawaran/Bid Bond
untuk Lelang / for Tender
No.

FOR PT. SUPREME ENERGY MUARA LABOH

Pada hari ini tanggal _____ bulan _____ 20_____, yang bertanda tangan di bawah ini _____(nama)_____, _____(jabatan)_____, bertindak dalam jabatannya tersebut untuk dan atas nama _____(penerbit)_____, beralamat di _____("Penjamin") tanpa syarat dan tanpa dapat dicabut kembali dengan ini memberikan jaminan kepada PT. Supreme Energy Muara Laboh (bersama sama disebut "Perusahaan-Perusahaan" atau masing-masing "Perusahaan"), beralamat di Menara Sentraya, 23rd Floor, Jl. Iskandarsyah Raya No. 1A, Kebayoran Baru, Jakarta 12160, bahwa (Nama Perusahaan) beralamat di _____ ("Penawar") tidak akan mengundurkan diri dari Lelang No. _____ untuk ("Lelang") selama masa Lelang dan/atau menolak untuk melaksanakan setelah ditunjuk sebagai pemenang Lelang. Apabila Penawar melanggar atau lalai dalam melaksanakan kewajibannya, maka Penjamin setuju untuk membayar Perusahaan sejumlah dengan syarat-syarat dan ketentuan sebagai berikut:

1. Penjamin menyatakan, menjamin dan berjanji bahwa pembayaran secara penuh atas jumlah jaminan tersebut di atas akan diberikan kepada Perusahaan dengan seketika pada saat menerima pernyataan tertulis dari Perusahaan, yang menyatakan bahwa Penawar telah lalai, tanpa harus memerlukan pemberitahuan atau persetujuan Penawar, meskipun terdapat keberatan dari Penawar.
2. Setiap tuntutan dari Perusahaan menurut Jaminan Penawaran ini harus diajukan kepada Penjamin di kantor Penjamin sesuai dengan alamat tersebut di atas selambat-lambatnya 30 (tiga puluh) hari kerja setelah Bank Garansi ini berakhir.
3. Penjamin tidak dibebaskan atau dilepaskan dari semua janjinya sebagaimana tercantum dalam Jaminan Penawaran ini oleh setiap kesepakatan yang dibuat antara Perusahaan atau Perusahaan-Perusahaan dan Penawar, atau oleh setiap perubahan terhadap kewajiban Penawar menurut Lelang, atau oleh karena waktu, atau oleh keringanan lainnya yang diberikan oleh Perusahaan atau Perusahaan-Perusahaan.

On this _____ day of _____, 20_____, the undersigned _____(name)_____, _____(position)_____, acting in his aforementioned capacity for and on behalf of _____(issuer)_____, having its office at _____(the "Guarantor") hereby unconditionally and irrevocably guarantees to PT. Supreme Energy Muara Laboh (all together shall be referred to as "Companies and each of them "Company"), having their office at Menara Sentraya, 23rd Floor, Jl. Iskandarsyah Raya No. 1A, Kebayoran Baru, Jakarta 12160, that (Name of company) _____ having its office at _____(the "Bidder") will not withdraw from the tender No. _____ for (the "Tender") during the Tender period and/or refuse to perform service after appointed as a tender winner. In the event the Bidder has breached or been in default, the Guarantor agrees to pay Company in the amount of _____, under the following terms and conditions:

1. The Guarantor represents, warrants, and undertakes that payment in the full amount of the aforementioned shall be made to Company immediately without delay upon receipt of first written statement certifying that the Bidder has breached or been in default, without the necessity of a prior notice to or approval from the Bidder and notwithstanding any objection from the Bidder.
2. Any claim made by the Company under this Bid Bond must be submitted to the Guarantor at the Guarantor's office as indicated above, no later than 30 (thirty) business days after the expiry date of this Bank Guarantee.
3. The Guarantor shall not be discharged or released from its undertaking under this Bid Bond by any arrangement made by and between the Company or Companies and Bidder or by any alteration of Bidder's obligations under the above Tender or by time or other indulgence granted by the Company or Companies.

4. Jaminan Penawaran ini berlaku pada tanggal tersebut di atas dan akan tetap berlaku (tanpa dipengaruhi oleh likuidasi atau setiap perubahan dalam pemegang saham atau penguasa atas Penawar) selama Penawar memiliki tanggung jawab atau kewajiban terhadap Perusahaan atau Perusahaan-Perusahaan menurut Lelang dan sampai mana yang dari hal-hal berikut ini terlebih dahulu terjadi:
- (i) Penjamin telah menerima pengakuan tertulis dari Perusahaan atau Perusahaan-Perusahaan bahwa semua tanggung jawab dan kewajiban Penawar telah dipenuhi semuanya, atau
 - (ii) Pembayaran keseluruhan oleh Penjamin sebesar (US\$/Rp.) _____ kepada Perusahaan sesuai permintaan Perusahaan atau Perusahaan-Perusahaan menurut Jaminan Penawaran ini, atau
 - (iii) Sampai _____, 20 _____ (sekurang-kurangnya 6 bulan setelah Tanggal Penutupan Lelang).
5. Sesuai dengan Pasal 1832 dari Kitab Undang-Undang Hukum Perdata Indonesia, maka dengan ini Penjamin melepaskan semua hak-hak istimewa yang mungkin dimilikinya menurut Pasal 1831 Kitab Undang-Undang Hukum Perdata Indonesia tersebut yang mensyaratkan suatu penitaan serta penjualan aset atau harta benda milik Penawar sebelum dana dibayarkan kepada Perusahaan menurut Jaminan Penawaran ini.
6. Penafsiran, keabsahan serta pelaksanaan Jaminan Penawaran ini secara eksklusif dalam segala hal diatur oleh hukum negara Republik Indonesia.
7. Semua sengketa, perselisihan atau perbedaan pendapat yang mungkin timbul dari atau sehubungan dengan Jaminan Penawaran ini yang tidak dapat diselesaikan secara damai dalam waktu 30 (tiga puluh) hari sejak pemberitahuan tertulis dari satu pihak kepada pihak lainnya ("Pemberitahuan Arbitrasi") akan diajukan kepada Badan Arbitrasi Nasional Indonesia (BANI). Putusan yang diambil oleh Arbitrator bersifat final serta mengikat para pihak dan para pihak dengan ini secara tegas melepaskan semua hak banding kepada Pengadilan manapun sehubungan dengan masalah hukum yang timbul selama masa arbitrasi atau sehubungan dengan putusannya.
8. Penjamin menjamin bahwa Jaminan Penawaran ini dibuat oleh orang yang berwenang sesuai dengan anggaran rumah tangga Penjamin.
9. Bank Garansi ini tidak untuk diserahkan atau dialihkan kepada orang atau entitas yang terdaftar dalam atau yang dikenai sanksi atau embargo berdasarkan pembatasan apapun yang berlaku.
4. This Bid Bond shall come into force as of the date first written above and shall remain in force (regardless of the liquidation or any change in shareholding or control of the Bidder) for so long as Bidder shall have any liability or obligation to the Company or Companies under the Tender and until the earliest of the following occurs:
- (i) Guarantor's receipt of the Company or Companies written acknowledgement that all Bidder's liabilities and obligations have been discharged in full, or
 - (ii) Aggregate payment by the Guarantor of the sum of (US\$/Rp.) _____ to the Company pursuant to Company or Companies demands under this Bid Bond, or
 - (iii) Up to _____, 20 _____ (at least 6 months as of Closing Date of the Tender).
5. In accordance with Article 1832 of the Indonesian Civil Code, the Guarantor hereby expressly waives all privileges it may have under Article 1831 thereof to require the confiscation and sale of Bidder's assets or properties prior to the disbursement of funds to the Company under this Bid Bond.
6. The interpretation, validity and performance of this Bid Bond shall be exclusively governed in all respect by the laws of the Republic of Indonesia
7. All disputes, controversies or differences which may arise out of or in connection with this Bid Bond which cannot be settled amicably within 30 (thirty) days after written notice by one party to the other (the "Arbitration Notice") shall be submitted to Badan Arbitrasi Nasional Indonesia (BANI). The award and decision taken by Arbitrator(s) shall be final and binding on the parties and the parties hereby expressly waive any right of appeal to any Court in connection with any question of law arising in the course of arbitration or in respect of any award made.
8. The Guarantor warrants that this Bid Bond has been executed by duly authorized person(s) in accordance with the bylaws of the Guarantor.
9. This Bank Guarantee may not be assigned or transferred to any person or entity listed in or otherwise subject to any sanction or embargo under any applicable restriction.

Penjamin/the Guarantor

Stamp duty/Materai
(Rp. 6000)

Nama/Name : _____
Jabatan/Title : _____

**PERNYATAAN PESERTA LELANG TENTANG
KEASLIAN JAMINAN PENAWARAN**

Pada hari ini _____ 20_____, yang bertandatangan di bawah ini:

Nama : _____
Posisi : _____
Nama Peserta Lelang : _____
Alamat Peserta Lelang : _____

dengan ini mengakui, menyatakan dan menjamin bahwa Jaminan Penawaran yang dilampirkan sebagai persyaratan untuk pelaksanaan lelang No. _____ merupakan dokumen yang asli dan diterbitkan secara sah oleh _____ (penerbit).

Apabila di kemudian hari terbukti bahwa Jaminan Penawaran ini palsu atau tidak benar, tanpa mengurangi ganti rugi secara hukum yang dimiliki pihak Perusahaan (dalam pernyataan ini yang dimaksud dengan "Perusahaan" atau "Perusahaan-Perusahaan" adalah PT. Supreme Energy Muara Laboh; atau perusahaan-perusahaan lain dimana Perusahaan mempunyai kepentingan), saya akan menanggung secara penuh semua sanksi administratif dan/atau pidana sebagai akibat hal tersebut diatas yang dijatuhan Perusahaan dan/atau Pemerintah Republik Indonesia.

Saya menyatakan dan menjamin kepada Perusahaan bahwa saya mempunyai wewenang untuk membuat pernyataan ini serta melaksanakan kewajiban-kewajiban yang tercantum didalamnya dan telah melakukan semua tindakan yang diperlukan untuk menandatangani, menyerahkan dan melaksanakan pernyataan ini.

Pernyataan ini dibuat dan ditandatangani oleh pihak yang berwenang untuk itu pada tanggal dan tahun sebagaimana pertama kali tersebut di atas untuk kepentingan Perusahaan.

Yang bertandatangan/the undersigned

(Stamp duty / materai)

**BIDDER'S STATEMENT ON THE AUTHENTICITY
OF THE BID BOND**

On this _____ day of _____ 20_____, the undersigned:

Name : _____
Position : _____
Bidder's Name : _____
Bidder's Address : _____

hereby acknowledges, declares and warrants that the Bid Bond herewith provided as required for the tender requirement No. _____ is a duly authentic documents and legally issued by _____ (issuer).

If it is proved that the Bid Bond to be counterfeit or untrue, without prejudice to any legal remedy that Companies (in this statement the term "Company" or "Companies" shall mean PT. Supreme Energy Muara Laboh; or any other companies in which Company has interest), the undersigned shall be solely liable for any and all of administrative and/or criminal sanction as result therefrom imposed by Company and/or the Government of the Republic of Indonesia.

The undersigned represents and warrants to Company that the undersigned has power to make this statement and to perform the obligations under this statement and has taken all necessary corporate or other actions to authorize the execution, delivery and performance of this statement.

This statement is made by the duly authorized person on the date and year first written above for the benefit of Company.

Nama Name _____
Title/Jabatan: _____

Section 4 – Additional Requirements
APPENDIX 4

FORM OF GROUP COMPANY GUARANTEE

(“Guarantee”)

PT Supreme Energy Muara Laboh (hereinafter called the “Company”) and _____

(hereinafter called the “Contractor”) entered into the Contract for the Provision of Well Chemistry Sampling, Analysis and Tracer Flow Test for Development Wells for the Muara Laboh Geothermal Power Project dated [] (hereinafter called the “Contract”)

NOW we _____ whose registered office is situated at _____

(the “Guarantor”, “we” or “We”),

1. HEREBY ABSOLUTELY, IRREVOCABLY AND UNCONDITIONALLY:

- (a) GUARANTEE, as primary obligor, to the Company the punctual, true and faithful performance and observance by the Contractor of the obligations, duties and covenants on the Contractor's part contained in the said Contract when and if such obligations, duties and undertakings shall become due and performable according to the terms of the Contract including without limitation, the terms of any modifications, substitutions or amendments of any or all of the terms of the Contract and/or the obligations of the Contractor thereunder; and
 - (b) UNDERTAKE to pay to the Company, subject to Clause 9, on first written demand all sums of money, losses, damages, costs, charges and expenses that may become due or payable to the Company by or from the Contractor under the Contract, should the Contractor be in default of such obligations under the Contract;
- (each a “Guaranteed Obligation” and together the “Guaranteed Obligations”),

provided that, without limiting the Guarantor's obligations to pay any default interest or reasonable enforcement costs due and payable under or in relation to this Guarantee, the liabilities incurred under this Guarantee by the Guarantor for the Guaranteed Obligations shall in no circumstance exceed the liabilities incurred by the Contractor under the Contract.

The Guaranteed Obligations shall also include all your reasonable charges, legal costs and other costs and expenses (on a full indemnity basis) suffered or incurred by you from time to time in connection with the enforcement of your rights pursuant to this Guarantee.

We also hereby indemnify (as a separate, additional, independent and continuing obligation) you, on demand against any cost, loss, damages or liability whatsoever and howsoever incurred or suffered by you if any of the Contractor's obligations under the Contract is or becomes void, voidable and unenforceable, invalid or illegal due to operation of law, provided that our liability to you under this indemnity shall not exceed the liability that we would have suffered under the Guaranteed Obligations above in the absence of an obligation being void, voidable, unenforceable, invalid or illegal. For the avoidance of doubt, there shall be no double recovery of a sum under this indemnity that has been recovered under the guarantee provided by us.

- 2. THIS Guarantee shall not be revocable. Subject to Clause 9, a separate action or actions may be brought against us to enforce this Guarantee irrespective of whether any legal proceedings, court or arbitration action is brought against the Contractor or whether the Contractor is joined in any such action. We further agree and confirm that our liability under this Guarantee shall be irrevocable, absolute and unconditional until the Contractor's obligations under the Contract and this Guarantee have been fully discharged. We shall have no right to terminate our liability under this Guarantee and any such rights at common law or in equity are excluded.
- 3. THIS Guarantee shall remain binding on us notwithstanding any change in the constitution of the Company or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking or assets by any other person, or any reconstruction or reorganisation of any kind to the intent that this Guarantee shall remain valid and effective in all respects in favour of any assignee, transferee or other successor in title of

the Company in the same manner as if such assignee, transferee or other successor in title had been named in this Guarantee as a party or principal instead of, or in addition to, the Company, as the case may be.

4. THIS Guarantee shall be governed by and interpreted in accordance with the laws of England. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Guarantee. We hereby irrevocably consent that any legal action or proceedings against us or our property in respect of this Guarantee may be brought by you in the courts of England and by execution and delivery of this Guarantee we hereby submit to and accept with regard to any such action or proceedings, for ourselves and in respect of our property, generally and unconditionally the non-exclusive jurisdiction of the English courts. We irrevocably appoint [], whose address for service is [], as our agent for service of process in relation to any proceedings before the English courts in connection with this Guarantee.
 5. This Guarantee is a continuing guarantee and will extend to the balance of the Guaranteed Obligations from time to time, and shall not expire, terminate, become invalid or be discharged by any intermediate payment or intermediate performance of any of the Guaranteed Obligations.
- 5.1 Any notice or other communication to be given under this Guarantee shall be in writing, shall be deemed to have been duly served on, given to or made in relation to a party if it is left at the authorised address of that party, posted by registered post addressed to that party at such address, or sent by facsimile transmission to a machine situated at such address and shall if:
- (a) personally delivered, be deemed to have been received at the time of delivery;
 - (b) posted to an inland address in *[insert country]*, be deemed to have been received on the third working day after the date of posting and if posted to an overseas address, be deemed to have been received on the fifth working day after the date of posting; or
 - (c) sent by facsimile transmission, be deemed to have been received upon receipt by the sender of a facsimile transmission report (or other appropriate evidence) that the facsimile has been transmitted to the addressee,

PROVIDED that where, in the case of delivery by hand or facsimile transmission, delivery or transmission occurs after 6.00 pm on any working day, receipt shall be deemed to occur at 9.00 am on the next following working day.

- 5.2 For the purposes of this clause the authorized address of each party shall be the address set out below (including the details of the facsimile number and person for whose attention a notice or communication is to be addressed) or such other address as that party may notify to the other in writing from time to time in accordance with the requirements of this clause:

Company

Facsimile No:

Address:

Guarantor

Facsimile No:

Address:

6. We hereby represent and warrant to the Company that:

- (c) we are empowered to enter into, exercise our rights and perform and comply with our obligations contained in this Guarantee and no limits on our powers will be exceeded as a result of our entering into this Guarantee;
- (d) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order to enable us to lawfully enter into, exercise our rights and perform and comply with our obligations contained in this Guarantee and to ensure that those obligations are legally binding and enforceable have been taken, fulfilled and done; and
- (e) the requisite resolutions of our board of directors and, if necessary, shareholders, have been duly and properly passed at a duly convened and constituted meeting at which all statutory and other

relevant formalities were observed to authorise our execution and performance of this Guarantee and such resolutions are in full force and effect and have not been varied or rescinded;

- (f) the giving of this Guarantee constitutes the legal, valid and binding obligations on us enforceable in accordance with its terms.
- (g) the giving of this Guarantee will not result in:
 - (i) any breach of any law to which we are subject or of any of our by-laws or other constitutional documents; or
 - (ii) any breach of any deed, agreement or our obligation made with or owed to any other person; or
 - (iii) any breach of any limits on any of our powers.

7. No failure to exercise and no delay on the part of the Company in exercising any right, remedy, power or privilege under this Guarantee and no course of dealing between the Company and ourselves shall be construed or operate as a waiver of the right, remedy, power or privilege, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise of it or the exercise of any other right, remedy, power or privilege. The rights and remedies provided in this Guarantee are cumulative and not exclusive of any rights or remedies provided by law. We acknowledge that we have not executed this Guarantee as a result of or in reliance upon any promise, representation, statement or information of any kind whatsoever given or made by or on behalf of you, whether in answer to any enquiry by or on behalf of the Guarantor or not, and we as the Guarantor further agree that you are not, prior to the execution of this Guarantee by the Guarantor, and are not thereafter, under any duty to disclose to the Guarantor any information, matter or thing relating to the Contractor or its or their affairs or transactions with you including, without limitation, any information, matter or thing which the Guarantor would not naturally expect or any unexpected facts or unusual features which, whether or not known to the Guarantor, are present in any transaction between the Contractor and you.

- 8. This Guarantee and the Company's rights under it is in addition to and not in substitution for or in any way prejudiced or affected by any other guarantee, mortgage, charge or other security, by whomsoever given, now or at any time in the future held by the Company for any of the Guaranteed Obligations.
- 9. The Company shall be obliged, when making demand to the Guarantor to enforce its rights under this Guarantee, to issue a statement to the Guarantor certifying that:

- (a) Contractor has failed to perform or observe a payment or performance obligation under the Contract;
- (b) Contractor has refused or failed to remedy such default within the prescribed period as provided for under the Contract; and
- (c) the Company has given written notice to the Contractor that the Contractor has failed to perform or observe the said obligation accompanied by evidence of Contractor's default.

Notwithstanding the foregoing in this Clause 9, in the event that the Company is enforcing its rights under this Guarantee in connection with a failure by the Guarantor to perform its obligations under this Guarantee, the Company shall be entitled to enforce its rights under this Guarantee without taking any steps to issue a statement certifying the items set out in sub-paragraphs (a), (b) and (c) above or provide any evidence of Contractor's default under the Contract.

- 10. We shall:
 - (a) not take or receive the benefit of any mortgage, charge or other security of whatsoever nature from
 - (i) the Contractor in respect of the Contractor's counter-indemnity obligations to us arising in relation to this Guarantee or in respect of any other obligations to us howsoever arising and (ii) from any co-surety in respect of any obligation on the part of the co-surety to indemnify us in relation to this Guarantee or in respect of any other obligation howsoever arising;
 - (b) not take the benefit (in whole or in part and whether by way of subrogation or otherwise) to any rights of the Company or security held by the Company or the person(s) providing financing to the Company for the Contract ("Lenders") on account of the Guaranteed Obligations and/or the obligations of any co-surety by reason of any payment made (or liable to be made) by us under this Guarantee; or

- (c) not claim, receive or take the benefit of any payment from or on account of the Contractor or any co-surety or be entitled to any right of contribution or indemnity from the Contractor or any co-surety or claim, rank, prove or vote as a creditor of the Contractor or any co-surety or exercise any right of set-off against the Contractor or any co-surety, in each case by reason of any payment made (or liable to be made) by us under this Guarantee.

You may apply any sum paid by the Contractor, the Guarantor or any other person or recovered or received on account of the Guaranteed Obligations as you deem fit.

11. We shall not be discharged or released from this Guarantee by any arrangement, compromise or composition made between the Contractor and the Company with or without our consent or by any alteration in the obligations undertaken by the Contractor or by any variations or amendments to the Contract or by any indulgence or forbearance whether as to payment, time, performance, certification or otherwise or by any variation, exchange, renewal, release or modification of any guarantee, indemnity or security or refusal or neglect by the Company to complete, enforce or assign the same and whether satisfied by payment or not all of which the Company is at liberty to do whether with or without our consent.
12. If any provision of this Guarantee is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction this Guarantee shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision; and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.
13. Subject to Clause 9, a certificate by the Company as to any amount for the time being due to it from the Contractor or us shall be conclusive evidence of the amount so due in the absence of any manifest error.
14. Any amount payable by us under this Guarantee shall bear interest from the date on which it becomes due to the date of actual payment (both before and after any judgment) at the rate of interest per annum that is two percent (2%) above the LIBOR¹ for the aggregate of six (6) months on U.S Dollar deposits, as published by the Financial Times on the day immediately succeeding the due date for the payment. Interest payable by us to the Company will accrue both before and after judgment on a daily basis and on the basis of a 360 day year or such other basis as may be market practice at the relevant time and shall be compounded (both before and after judgment) quarterly. Interest will be payable on demand made by the Company from time to time.
15. The Company's rights and powers arising out of any breach or non-performance of this Guarantee shall not be prejudiced by any delay in exercising them or by any other act done or omitted by the Company which but for this clause might have been deemed a waiver of such breach or non-performance, nor shall any exercise of any such right or power preclude any further or other exercise of any right or power of the Company.
16. If any sum due from us under this Guarantee or any order or judgment given or made in relation thereto has to be converted from the currency (the "first currency") in which the same is payable under this Guarantee or under such order or judgment into another currency (the "second currency") for the purpose of (i) making or filing a claim or proof against us, (ii) obtaining an order or judgment in any court or other tribunal or (iii) enforcing any order or judgment given or made in relation thereto, we shall indemnify and hold harmless the Company from and against any loss suffered as a result of any discrepancy between (a) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (b) the rate or rates of exchange at which the Company may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof. Any amount due from us under this Clause 16 shall be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under or in respect of this Guarantee and the term "rate of exchange" includes any premium and costs of exchange payable in connection with the purchase of the first currency with the second currency.
17. We will reimburse you on first demand for all reasonable legal and other costs (including sales tax, VAT and GST (if any)) incurred by you in connection with the enforcement of this Guarantee.
18. All payments hereunder shall be made free and clear of, and without deduction for or on account of, any present or future taxes, duties, charges, fees, deductions or withholdings or set-off of any nature whatsoever and by whomsoever imposed, and if any deduction or withholding must be made by law, we shall pay that additional amount which is necessary to ensure that the Company receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
19. If any release, payment or discharge of any of the Guaranteed Obligations by the Contractor under the Contract or by the Guarantor under this Guarantee shall be avoided, invalidated or reduced or become

¹LIBOR means the British Bankers Association Interest Settlement Rate displayed on the appropriate page of the Reuters screen, or if such page is replaced or service ceases to be available, such other page or service displaying the appropriate rate specific by the Company after consultation with the Contractor, calculated and compounding daily.

unenforceable by virtue of any enactment or rule of law, the Company shall be entitled to enforce this Guarantee subsequently against us as if the release, discharge or settlement had not occurred. Similarly, any release, discharge or settlement in relation to this Guarantee which is avoided, invalidated or reduced by virtue of any enactment or rule of law shall not affect the right of the Company to enforce any other security against us.

20. The Company shall not assign its rights under this Guarantee without our prior consent (such consent not to be unreasonably withheld or delayed), provided that the Company may, with prior notice in writing, assign its rights under this Guarantee without our consent to any and all entities that are providing debt financing to finance the Company (including any security trustee or security agent of such entities). We may not assign or transfer any of our rights or obligations under this Guarantee.
 21. The Company and Guarantor agree to keep the terms of this Guarantee (including information about the Company, the Guarantor and the transactions contemplated by this Guarantee) confidential except that the Company and Guarantor may disclose the content of this Guarantee to their respective affiliates and Lenders who are under a duty of confidentiality and to persons to whom (and to the extent that) information is required to be disclosed by any applicable law, regulation, order, court, tribunal or regulatory, supervisory or governmental or quasi-governmental authority with jurisdiction over the Company and Guarantor or their respective affiliates and the Company and Guarantor shall ensure that, in such circumstances, the party who is required to make such a disclosure shall notify the other party hereto in writing prior to any disclosure being made.

DATED this _____ day of _____ 20____

IN WITNESS WHEREOF the above named _____ (group company) has caused this
Guarantee to be duly executed as of the date and year above written.

SIGNED SEALED AND DELIVERED

By

(Name & Designation of Attorney)*

for and on behalf of

(Name of Group Company)

in the presence of:

(Name & Designation of Witness)

(Signature)

(Name & Designation of Witness)

(Signature of Witness)

Section 4 – Additional Requirements
APPENDIX 5

LOCAL CONTENT FORM – EXAMPLE ONLY

Services

<u>Uraian Pekerjaan</u> Work Description	Cost / Biaya (IDR)			<u>TKDN</u> Local Content (%)
	KDN – Local Component (a)	KLN – Overseas Component (b)	Total (c=a+b)	
Jasa / Services				
I. Personil/Konsultan Personnel				
II. Alat Kerja / Fasilitas Kerja Working Equipment / Facility				
III. Konstruksi dan Fabrikasi Construction and Fabrication				
IV. Jasa Umum General Services				
A. Total Jasa / Services	$\Sigma(a)$	$\Sigma(b)$	$(d=\Sigma c)$	
B. Komponen Bukan Biaya / Non Cost Component (overhead, profit)				
C. Total Nilai Penawaran / Quoted Price (A+B)				

Section 4 – Additional Requirements
APPENDIX 6

FINAL EVALUATION FORMULA

$$HEA = \left(\frac{1}{1 + KP} \times HP \right)$$

HEA Barang:

$$HEA_{Barang} = \left(\frac{1}{1 + KP_{Barang}} \right) \times HP_{Barang}$$

HEA Jasa:

$$HEA_{Jasa} = \left(\frac{1}{1 + KP_{Jasa}} \right) \times HP_{Jasa}$$

HEA Gabungan Barang dan Jasa:

$$HEA_{Gabungan barang dan Jasa} = HEA_{Barang} + HEA_{Jasa}$$

HEA Pekerjaan Konstruksi:

$$HEA_{Kontraktor Nasional} = HEA_{Gabungan Barang dan Jasa} - \{Pref \times HP_{Kontraktor Asing Terendah}\}$$

Remarks

- HEA : Harga Evaluasi Akhir/Final Evaluation Price
- HP : Harga Penawaran/Bid Price
- KP : Koefisien Preferensi/Coefficient Preference
- KP _{Barang} : Koefisien Preferensi barang, yang diperoleh dari TKDN Barang (%) dikali Preferensi tertinggi barang (%)
= 15 % x Kandungan Lokal (%)
- HP _{Barang} : HP Barang
- KP _{Jasa} : Koefisien Preferensi Jasa, yang diperoleh dari TKDN Jasa (%) dikali Preferensi tertinggi Jasa (%)
= 7.5 % x Kandungan Lokal (%)
- HP _{Jasa} : HP Jasa
- Pref : Preferensi bagi Perusahaan Kontraktor Nasional terhadap Perusahaan Kontraktor Asing

Note:

Goods: If the Local Content of a Bid Proposal is less than 25%, preference index shall not be applied or Coefficient Preference (KP) will be deemed equal to "0".

Services: If the Local Content of a Bid Proposal is less than 30%, preference index shall not be applied or Coefficient Preference (KP) will be deemed equal to "0".

Section 4 – Additional Requirements

APPENDIX 7

DEVIATION FORM

Unpriced

Priced

**Section 4 – Additional Requirements
APPENDIX 8**

BANK REFERENCE

**(Bank's Letterhead including name and address)
(Date Issued)**

PT. Supreme Energy Muara Laboh

Menara Sentraya, 23rd Floor
Jl. Iskandarsyah Raya No. 1A
Kebayoran Baru, Jakarta 12160

Attn.: **Procurement Committee**

We hereby have the pleasure to inform you that:

PT.
.....
.....
.....
.....

Who has maintained an account with us since _____, which have been properly conducted, and that during our relationship we have never come to know anything unfavourable regarding the standing of this client.

This reference is issued according to the written request from PT. _____ dated _____ in order to fulfill the COMPANY requirements for tender on _____ (stated the TITLE and NUMBER of the tender for this services) and does not constitute as a gurantee nor any other liability on the part of this Bank, or the hereunder signing mandatories.

The information in this letter provided to you as an accommodation to [name of the Bidder], and any information provided in connection herewith is furnished on the condition that it is strictly confidential and that no liability or responsibility whatsoever in connection herewith shall attach to the [name of the Bank] or any of its officers, employees or agents and that this report makes no representations regarding the general condition of the subject, its management, or its future ability to meet its obligation and that any information provided is subject to any change without notice.

Yours faithfully,

NAME : _____

POSITION : _____

BAGIAN 4 - FORMAT KONTRAK
PART 4 - FORM OF CONTRACT



Contract for
PROVISION OF
WELL CHEMISTRY SAMPLING, ANALYSIS
AND TRACER FLOW TEST FOR
DEVELOPMENT WELLS

Reference No.

16000148-OS-10101

DAFTAR ISI **TABLE OF CONTENTS**

Pro Forma Contract

<u>Lampiran A:</u>	<u>Ketentuan dan Syarat Umum Kontrak</u>
Exhibit A	General Terms and Conditions of Contract
<u>Lampiran B:</u>	<u>Lingkup Pekerjaan</u>
Exhibit B	Scope of Work
<u>Lampiran C:</u>	<u>Kompensasi dan Pembayaran</u>
Exhibit C	Compensation and Payment
<u>Lampiran D:</u>	<u>Perhitungan Kandungan Lokal</u>
Exhibit D	Local Content Calculation
<u>Lampiran E:</u>	<u>Jaminan Pelaksanaan Pekerjaan dan Surat Pernyataan</u>
Exhibit E	Performance Bond and the Statement Letter
<u>Lampiran F:</u>	<u>Asuransi</u>
Exhibit F	Insurance
<u>Lampiran G:</u>	<u>Persyaratan Keselamatan, Kesehatan dan Lingkungan (SHE)</u>
Exhibit G	Safety, Health and Environment (SHE) Requirements
<u>Lampiran H:</u>	<u>Pelepasan Hak Retensi dan Pembebasan dari Tuntutan</u>
Exhibit H	Form of Release of Liens and Waiver of Claims
<u>Lampiran I:</u>	<u>Contractor Performance Management</u>
Exhibit I	Contractor Performance Management
<u>Lampiran J:</u>	<u>Etika</u>
Exhibit J	Ethics

PRO FORMA CONTRACT
FOR: PROVISION OF WELL CHEMISTRY SAMPLING, ANALYSIS AND TRACER FLOW TEST FOR
DEVELOPMENT WELLS
REF. NO. 16000148-OS-10101

KONTRAK ini berlaku efektif sejak tanggal _____ 2017 selama 24 bulan atau hingga _____ 2019, dan dibuat oleh dan antara:

PT. SUPREME ENERGY MUARA LABOH, perusahaan yang didirikan berdasarkan hukum Republik Indonesia yang berkantor di Menara Sentraya, Lantai 23, Jl. Iskandarsyah Raya No. 1A, Kebayoran Baru, Jakarta 12160, Indonesia ("PERUSAHAAN"); dan

PT. _____, suatu perusahaan yang didirikan berdasarkan hukum negara Republik Indonesia ("KONTRAKTOR");

Untuk selanjutnya masing-masing PERUSAHAAN dan KONTRAKTOR disebut juga "Pihak" dan secara bersama-sama disebut "Para Pihak".

MENYATAKAN BAHWA:

- PERUSAHAAN bermaksud untuk melakukan kegiatan tertentu yang membutuhkan tenaga kerja, peralatan dan jasa-jasa khusus; dan
- KONTRAKTOR menyatakan bahwa KONTRAKTOR memiliki tenaga kerja, peralatan, fasilitas dan keahlian untuk melaksanakan "Pekerjaan" sebagaimana didefinisikan di dalam Lampiran A dan secara umum diterangkan di dalam Lampiran B.

OLEH KARENA ITU, dengan mempertimbangkan kesepakatan dan perjanjian bersama yang diuraikan di dalam KONTRAK ini, Para Pihak sepakat sebagai berikut:

- KONTRAKTOR akan melaksanakan Pekerjaan sesuai dengan ketentuan di dalam KONTRAK ini.
- Lampiran-lampiran menjadi bagian yang tidak terpisahkan dari KONTRAK ini. KONTRAK ini tunduk pada Syarat dan Ketentuan Umum yang dilampirkan sebagai Lampiran A dan

This CONTRACT takes effect from ____th day of _____ 2017 which valid for 24 months or until ____th day of _____ 2019, and made by and between:

PT. SUPREME ENERGY MUARA LABOH, a company incorporated under the laws of the Republic of Indonesia with its office at Menara Sentraya, 23rd Floor, Jl. Iskandarsyah Raya No. 1A, Kebayoran Baru, Jakarta 12160, Indonesia (the "COMPANY"); and

PT. _____, a company incorporated under the laws of the Republic of Indonesia (the "CONTRACTOR");

Each COMPANY and CONTRACTOR is sometimes referred to as a "Party" and collectively as "Parties".

WHEREAS :

- the COMPANY desires to carry out certain operations and requires specialized personnel, equipment and services for such operations; and
- the CONTRACTOR represents that it has the personnel, equipment, facilities and expertise to perform the "Work" as defined in Exhibit A and generally described in Exhibit B.

NOW THEREFORE, in consideration of the mutual promises, and agreements contained in this CONTRACT, the Parties agree as follows:

- The CONTRACTOR shall perform the Work in accordance with this CONTRACT.
- The Exhibits form integral part of this CONTRACT. This CONTRACT shall be subject to the General Terms and Conditions attached as Exhibit A and the

Lingkup Kerja serta apabila ada, ketentuan khusus yang dicantumkan di dalam Lampiran B. Jumlah yang akan dibayar oleh PERUSAHAAN atas pelaksanaan Pekerjaan yang memuaskan diatur di dalam Lampiran C.

3. KONTRAKTOR harus mentaati sebagaimana disyaratkan di dalam Hukum Yang Berlaku yang mewajibkan KONTRAKTOR untuk bertanggung jawab terhadap pembayaran atas santunan pekerja Indonesianya. KONTRAKTOR akan memberikan ganti rugi kepada dan membebaskan PERUSAHAAN dari dan terhadap setiap dan segala kerugian, tanggung jawab, biaya-biaya, klaim, kerusakan, tuntutan dan pengeluaran (termasuk tetapi tidak terbatas pada biaya dan ongkos penasehat hukum) dalam segala hal dan jenis, yang disebabkan oleh ketidak taatan KONTRAKTOR atas ketentuan tersebut.

KONTRAK ini mencakup keseluruhan kesepakatan antara para pihak tentang hal yang diatur didalam KONTRAK ini. Semua dokumen dan kesepakatan sebelumnya baik dalam bentuk lisan, tulisan maupun lainnya, antara para pihak menjadi batal dan tidak berlaku atau merubah ketentuan-ketentuan dan kewajiban-kewajiban yang diuraikan dalam KONTRAK ini, kecuali jika hal itu merupakan bagian dari KONTRAK ini sesuai dengan ketentuan dalam KONTRAK termasuk Lampiran-lampirannya. Semua Lampiran disini merupakan bagian dari KONTRAK ini.

Dalam hal terdapat pertentangan atau ketidakjelasan antara ketentuan dan persyaratan di dalam KONTRAK ini, maka ketentuan atau penafsiran yang paling menguntungkan PERUSAHAAN akan berlaku terhadap hal-hal yang bertentangan, tidak sesuai dan tidak jelas dan apabila hal-hal tersebut seimbang, maka ketentuan didalam Lampiran-lampiran akan berlaku secara berurutan menurut urutannya, dimana urutan yang lebih dahulu akan berlaku terhadap ketentuan yang sesudahnya, kecuali terdapat ketentuan di dalam setiap Lampiran-lampiran yang secara tegas menentukan bahwa ketentuan di dalamnya akan berlaku diatas ketentuan yang terdapat pada ketentuan umum di dalam Lampiran A.

KONTRAK ini akan berlaku dan menggantikan segala syarat dan ketentuan yang tercantum atau disebut dalam syarat dan ketentuan umum KONTRAKTOR, daftar harga atau korespondensi atau apapun yang tersirat dalam perdagangan,

Scope of Work and, if any, the special terms stated in Exhibit B. The amount to be paid by the COMPANY for the satisfactory performance of the Work shall be stated in Exhibit C.

3. The CONTRACTOR shall comply with Applicable Law that requires the CONTRACTOR to be responsible and liable for the payment of severance pay for its Indonesian employees. The CONTRACTOR shall indemnify and hold the COMPANY harmless from and against any and all loss, liability, costs, claims, damages, demands and expenses (including legal fees and costs) of every kind and character, arising as a result of the CONTRACTOR's failure to so comply.

This CONTRACT constitutes the entire CONTRACT between the parties concerning the subject matter hereof. All previous documents, and contracts, whether verbal, written or otherwise, between the parties are hereby cancelled and shall not affect or modify any of the terms or obligations set forth in this CONTRACT, except as the same may be made part of this CONTRACT in accordance with its terms, including the terms of any of the Exhibits. All Exhibits hereto are by this reference incorporated herein and made a part hereof.

In the event of any conflict, inconsistency or ambiguity between the terms and conditions of this CONTRACT, the most stringent term or interpretation in the COMPANY's favour of the conflicting, inconsistent or ambiguous item(s) shall apply and if all matters are equal, then the Exhibits shall take priority in the order in which they are listed with the former prevailing over the latter, except and to the extent that any special terms in any of the Exhibits are specifically stated to supersede the general terms of Exhibit A.

This CONTRACT shall apply in place of and prevail over any terms and conditions contained or referred to in the CONTRACTOR's general terms and conditions, price list, correspondence or elsewhere implied by trade, custom, practice



PRO FORMA CONTRACT

kebiasaan, praktek-praktek atau pelaksanaan transaksi kecuali secara khusus ditentukan lain di dalam KONTRAK ini dan setiap ketentuan yang bertentangan dikecualikan atau dihilangkan.

or course of dealing unless otherwise specifically stated in this CONTRACT and any purported provisions to the contrary are excluded or extinguished.

COMPANY,

PT. SUPREME ENERGY MUARA LABOH

CONTRACTOR,

PT. _____

Name :

Title :

Name :

Title :

Name :

Title :

**PROVISION OF WELL CHEMISTRY
SAMPLING, ANALYSIS AND TRACER FLOW
TEST FOR DEVELOPMENT WELLS**

Reference Number: 16000148-OS-10101

Exhibit A – General Terms and Conditions



**KETENTUAN DAN SYARAT UMUM KONTRAK/
GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACT**

**EXHIBIT A
GENERAL TERMS AND CONDITIONS**

DAFTAR ISI / TABLE OF CONTENTS

<u>PASAL / ARTICLE</u>	<u>JUDUL / TITLE</u>	<u>HALAMAN / PAGE</u>
1.	Lingkup Pekerjaan / Scope of Work	1 of 19
2.	Tempat Kerja / Place of Work	1 of 19
3.	Masa Berlaku / Term	1 of 19
4.	Tanggal Pelaksanaan / Commencement Date	1 of 19
5.	Imbalan, Penagihan dan Pembayaran / Compensation, Invoicing and Payment	1 of 19
6.	Jaminan Pelaksanaan / Performance Bond	3 of 19
7.	Jaminan / Warranty	3 of 19
8.	Tunjangan Pekerja & Pembayaran Santunan Pekerja/ Employee Benefits & Severance Payments	3 of 19
9.	Persyaratan Tenaga Kerja / Labor Conditions	3 of 19
10.	Peralatan, Material dan Persediaan / Equipment, Material and Supplies	5 of 19
11.	Fasilitas dan Jasa / Facilities and Services	7 of 19
12.	Panduan dan Penyeliaan / Guidance and Supervision	7 of 19
13.	Pajak-pajak / Taxes	8 of 19
14.	Produksi Dalam Negeri / Domestic Product	9 of 19
15.	Tanggung Jawab Hukum dan Ganti Rugi / Liability and Indemnity	9 of 19
16.	Asuransi / Insurance	10 of 19
17.	Kerahasiaan / Confidentiality	10 of 19
18.	Hak Atas Kekayaan Intelektual /Intellectual Property	10 of 19
19.	Keadaan Kahar / Force Majeure	11 of 19
20.	Denda/Penalty	13 of 19
21.	Berakhirnya Kontrak / Termination	14 of 19
22.	Ketaatan terhadap Undang-undang /Compliance with the Law	16 of 19
23.	Hukum yang Berlaku & Penyelesaian Perselisihan / Governing Law and Settlement of Disputes	16 of 19
24.	Pengalihan / Assignment	16 of 19
25.	Pemisahan / Severability	17 of 19
26.	Imbalan, Komisi & Pertentangan Kepentingan / Fees and Commissions & Conflict of Interest	17 of 19
27.	Bahasa / Language	18 of 19
28.	Pemberitahuan/Notice	18 of 19
29.	Pencatatan dan Audit / Records and Audit	18 of 19
30.	KONTRAKTOR Mandiri / Independent CONTRACTOR	18 of 19
31.	Keseluruhan Kontrak, Perubahan & Judul / Entire Contract, Modifications & Headings	19 of 19

PASAL 1
LINGKUP PEKERJAAN

Spesifikasi rinci mengenai pekerjaan/jasa, dan jumlah, mutu serta jenis dan spesifikasi material dan peralatan yang akan disediakan KONTRAKTOR adalah sebagaimana yang diuraikan dalam Lampiran B – Lingkup Pekerjaan terlampir.

ARTICLE 1
SCOPE OF WORK

The detailed specification of work/services, and the quantity, quality, type and specification of materials and equipment to be furnished by CONTRACTOR are as described in Exhibit B – Scope of Work attached hereto.

PASAL / ARTICLE 2

TEMPAT KERJA / PLACE OF WORK

: As referred to in Exhibit B

PASAL / ARTICLE 3

MASA BERLAKU / TERM

: As referred to in Pro-forma Contract

PASAL / ARTICLE 4

TANGGAL EFEKTIF / EFFECTIVE DATE

: As referred to in Pro-forma Contract

PASAL 5
IMBALAN, PENAGIHAN DAN PEMBAYARAN

- 5.1 Jumlah maksimum imbalan untuk pelaksanaan pekerjaan/jasa yang diuraikan dalam Kontrak ini, dalam jangka waktu sebagaimana tersebut dalam Pasal 3 diatas, adalah sebagaimana dirinci lebih lanjut dalam Lampiran C. Jumlah ini adalah maksimal yang tidak dapat dilebihi untuk pekerjaan/jasa yang diberikan selama masa Kontrak.
- 5.2 Kecuali secara khusus ditentukan lain dalam Lampiran C – Kompensasi dan Pembayaran, atau pada bagian-bagian lain dalam Lampiran C terlampir, jumlah tersebut di atas sudah mencakup keseluruhan jumlah yang harus dibayar PERUSAHAAN kepada KONTRAKTOR untuk pekerjaan/jasa yang dilaksanakan sebagaimana dimaksudkan dalam Kontrak ini, termasuk namun tidak terbatas pada upah tenaga kerja, peralatan, material, asuransi, pajak, biaya kantor dan keuntungan KONTRAKTOR serta biaya-biaya lain yang merupakan tanggung jawab KONTRAKTOR menurut Kontrak ini.

ARTICLE 5
COMPENSATION, INVOICING AND PAYMENT

- 5.1 The maximum amount of compensation for performing the work/services rendered under this Contract during the period specified in Article 3 herein above, is as further detailed in Exhibit C. This amount is a maximum value not to be exceeded for the work/services rendered during the period of the Contract.
- 5.2 Unless specifically stated otherwise under Exhibit C – Compensation and Payment, or under other paragraphs of Exhibit C attached, the aforementioned amounts is inclusive and exhaustive of all payments due to CONTRACTOR from COMPANY in performing the work/services contemplated under this Contract, to include but not be limited for the payments of laborers, equipment, materials, insurances, taxes, overhead, and CONTRACTOR profits and other expenses which under this Contract CONTRACTOR is liable.

- 5.3 Dengan diterimanya secara memuaskan pekerjaan/jasa yang diselesaikan berdasarkan Kontrak ini oleh wakil PERUSAHAAN, sebagaimana dibuktikan dengan penyelesaian laporan yang ditandatangani atas Kontrak ini, KONTRAKTOR harus mengajukan kepada Departemen Finance and Accounting Perusahaan, dengan alamat Gedung Menara Sentraya, Lantai 23, Jl. Iskandarsyah Raya No. 1A, Kebayoran Baru, Jakarta 12160, tagihan yang mencatumkan kompensasi yang harus dibayarkan kepada KONTRAKTOR dan pengeluaran-pengeluaran yang dapat digantikan lainnya yang telah secara khusus disetujui dalam Exhibit C, apabila ada. KONTRAKTOR harus mencantumkan dalam tagihan hal-hal yang diminta untuk diganti dan memberikan dokumen-dokumen yang terkait dan layak dan nomor Kontrak untuk menunjang permintaan tersebut.
- 5.4 Tagihan yang tidak diperselisihkan akan dibayar dalam waktu 30 (tigapuluhan) hari setelah diterimanya tagihan tersebut. Dalam hal pembayaran dilakukan dengan transfer, KONTRAKTOR akan menanggung segala konsekwensi sehubungan dengan transfer tersebut.
- 5.5 Jumlah yang diperselisihkan, akan ditangguhkan pembayarannya tanpa kewajiban PERUSAHAAN untuk membayar bunga, dan selanjutnya para pihak akan berunding dengan itikad baik untuk penyelesaian jumlah yang diperselisihkan tersebut.
- 5.6 Semua pembayaran kepada KONTRAKTOR menurut Kontrak ini dilaksanakan dengan syarat bahwa PERUSAHAAN berhak untuk di kemudian hari mempersoalkan kebenaran dari semua jumlah yang pernah ditagihkan.
- 5.7 KONTRAKTOR harus menyerahkan tagihan terakhir atas barang dan jasa yang diserahkannya kepada PERUSAHAAN maksimum dalam jangka waktu 6 (enam) bulan setelah tanggal berakhirnya Kontrak dan/atau perpanjangannya, jika ada.
- 5.8 Jika KONTRAKTOR tidak menyerahkan tagihan terakhir atas barang dan jasa yang diserahkannya kepada PERUSAHAAN dalam waktu 6 (enam) bulan setelah berakhirnya Kontrak dan/atau perpanjangannya tersebut, maka PERUSAHAAN bebas dan tidak bertanggung jawab atas suatu tagihan apapun dari KONTRAKTOR sehubungan dengan barang dan jasa yang diserahkannya kepada PERUSAHAAN.
- 5.9 Jika KONTRAKTOR menyerahkan tagihan setelah jangka waktu yang telah ditetapkan di atas, maka PERUSAHAAN berhak menolak melakukan pembayaran.
- 5.3 Upon the satisfactory acceptance by COMPANY's representative of the works/services completed by CONTRACTOR hereunder, as evident by the signed completion report of this Contract, CONTRACTOR shall submit to Company Accounting and Finance Department, at the address of Menara Sentraya, Floor 23, Jl. Iskandarsyah Raya No. 1A, Kebayoran Baru, Jakarta 12160, an invoice covering the compensation due Contractor and other reimbursable expenses specifically agreed in Exhibit C, if any. CONTRACTOR shall describe in the invoice the items requested for reimbursement and support and provide relevant and appropriate documents and number of Contract to support such requests.
- 5.4 The undisputed invoices hereunder shall be paid within thirty (30) days of receipt of invoices. In the event payment made by transfer, CONTRACTOR shall be responsible for any consequences arising from such transfer.
- 5.5 The amount in dispute shall be retained with no obligation on COMPANY's part to pay interest and further the parties shall confer in good faith to resolve the disputed amount.
- 5.6 All payments to CONTRACTOR hereunder shall be deemed to be made on condition that COMPANY shall have the right to subsequently challenge the accuracy of all invoiced amounts.
- 5.7 CONTRACTOR shall submit its last invoice for goods and services provided to COMPANY maximum six (6) months after the expiration date of the Contract and/or its extension, if any.
- 5.8 In the event CONTRACTOR does not submit its last invoice for goods and services provided to COMPANY six (6) months after the Contract expiration date and/or its extension, then COMPANY is free and shall not be responsible for any invoice made for CONTRACTOR's provided goods and services to COMPANY.
- 5.9 In the event CONTRACTOR submit the invoice/s after period mentioned above, COMPANY shall have the right to refuse to make payments.

PASAL 6
JAMINAN PELAKSANAAN

- 6.1 KONTRAKTOR wajib menyerahkan sebuah Jaminan Pelaksanaan sebesar 5% (lima persen) dari total jumlah imbalan, berlaku sampai dengan 3 (tiga) bulan setelah masa laku Kontrak.
- 6.2 Apabila KONTRAKTOR gagal menyelesaikan Pekerjaan yang dimaksud dalam Kontrak ini secara memuaskan, kecuali jika tidak selesaiya pekerjaan tersebut disebabkan oleh permintaan PERUSAHAAN dan tanpa kesalahan atau kelalaian KONTRAKTOR atau karena keadaan kahar, maka Jaminan Pelaksanaan tersebut akan dicairkan oleh dan menjadi hak PERUSAHAAN.

PASAL 7
MUTU PEKERJAAN / JAMINAN

KONTRAKTOR akan melaksanakan pekerjaan/jasa sesuai dengan gambar, desain dan spesifikasi yang diajukan PERUSAHAAN, dan KONTRAKTOR akan melaksanakan pengendalian, manajemen dan pengaturan pekerjaan/jasa dan melaksanakan pekerjaan /jasa dengan kesungguhan sesuai dengan standar dan tata cara kerja yang lazim dan baku. Apabila berlaku, sebagaimana ditentukan oleh PERUSAHAAN, KONTRAKTOR menjamin pekerjaan tersebut bebas dari cacat dan akibat-akibat yang disebabkan karena mutu pekerjaan atau material yang buruk selama 12 (duabelas) bulan. PERUSAHAAN berhak melakukan perbaikan dan meminta ganti rugi atas biaya yang telah dikeluarkannya kepada KONTRAKTOR.

PASAL 8
TUNJANGAN PEKERJA DAN PEMBAYARAN SANTUNAN PEKERJAAN

- 8.1 KONTRAKTOR bertanggungjawab atas segala pembayaran tunjangan-tunjangan pekerja-pekerja KONTRAKTOR sebagaimana diwajibkan oleh Peraturan Ketenagakerjaan yang berlaku di Republik Indonesia.
- 8.2 KONTRAKTOR akan mengganti PERUSAHAAN, membela dan melepaskan PERUSAHAAN dari segala kewajiban hukum, tuntutan, kerugian, kehilangan, perkara, gugatan, biaya-biaya serta ongkos-ongkos yang timbul sehubungan dengan tidak dipatuhiinya kewajiban tersebut diatas oleh KONTRAKTOR.

PASAL 9
PERSYARATAN TENAGA KERJA

- 9.1 KONTRAKTOR, atas biayanya sendiri, akan mempekerjakan tenaga kerja yang ahli untuk melaksanakan pekerjaan/jasa yang ditentukan dalam Kontrak ini dan menjamin bahwa mereka berperilaku baik.

ARTICLE 6
PERFORMANCE BOND

- 6.1 CONTRACTOR shall submit a Performance Bond in the amount of five percent (5%) of the total compensation amount, which shall be valid up to 3 (three) months after the Contract period.
- 6.2 Should CONTRACTOR fails to complete the services rendered hereunder in satisfactory manner, unless if the incompleteness of the services is due to COMPANY's request and without fault or negligence of CONTRACTOR, or force majeure, then the Performance Bond will be forfeited to COMPANY.

ARTICLE 7
WORKMANSHIP / WARRANTY

CONTRACTOR shall perform the work/services pursuant to the drawing, design, and specification set forth by COMPANY, and CONTRACTOR shall exercise the control, management and direction of work/services and carry out work/services with diligence according to good practice and standard workmanship. If applicable, as decided by the COMPANY, such work shall be guaranteed by CONTRACTOR against any defects and consequences of defects caused by poor workmanship or material used for a period of twelve (12) months. COMPANY shall have the right to effect repairs and recover from CONTRACTOR the costs thereof.

ARTICLE 8
EMPLOYEE BENEFITS AND SEVERANCE PAYMENTS

- 8.1 CONTRACTOR shall be liable for any payment for all CONTRACTOR's employees' benefits mandated by the prevailing Republic of Indonesia manpower regulations.
- 8.2 CONTRACTOR shall indemnify, defend and hold COMPANY free and harmless from any and all liabilities, demands, damages, losses, proceedings, suits, expenses and costs arising out of or in connection with the non-compliance of CONTRACTOR's obligations regarding the implementation of such obligation.

ARTICLE 9
LABOUR CONDITIONS

- 9.1 CONTRACTOR shall engage, at its own account, qualified personnel to carry out the work/services rendered hereunder and ensure that such personnel observes good conduct.



- 9.2 KONTRAKTOR, atas biayanya sendiri, akan mengikutsertakan tenaga kerjanya pada program Jaminan Sosial Tenaga Kerja (Jamsostek).
- 9.3 KONTRAKTOR akan mengganti rugi, melindungi dan membebaskan PERUSAHAAN dari semua dan segala tanggung jawab hukum, tuntutan, kerugian, upaya hukum, gugatan, biaya dan pengeluaran yang timbul dari atau sehubungan dengan tidak dipenuhinya kewajiban KONTRAKTOR dalam rangka pelaksanaan program-program tersebut.
- 9.4 KONTRAKTOR akan mematuhi dan memerintahkan pekerjaanya untuk mematuhi Kebijakan keselamatan kerja PERUSAHAAN dan peraturan keselamatan kerja lainnya yang berlaku. Kebijakan keselamatan kerja PERUSAHAAN tersedia pada Departemen *Safety, Health, and Environment (SHE)* PERUSAHAAN. Pada waktu pekerjaan atau jasa dimaksud mulai dilaksanakan, KONTRAKTOR atau pekerjaanya dianggap telah membaca dan memahami kebijakan keselamatan kerja PERUSAHAAN dan peraturan keselamatan kerja lainnya yang berlaku.
- 9.5 Kecuali secara khusus dicantumkan dalam Kontrak ini, KONTRAKTOR, atas biayanya sendiri, harus menyediakan untuk setiap pekerjaanya termasuk pekerja subkontraktornya, perlengkapan keselamatan kerja yang sesuai dan memadai termasuk namun tidak terbatas pada pakaian kerja, pelampung, sepatu pengaman, topi pengaman dan kacamata pelindung.
- 9.6 Tanpa mengurangi kewajiban KONTRAKTOR untuk melaporkan kecelakaan berdasarkan hukum yang berlaku, KONTRAKTOR akan melaporkan kepada wakil PERUSAHAAN mengenai setiap kecelakaan yang timbul sehubungan dengan pelaksanaan Kontrak ini dalam waktu 24 (dua puluh empat) jam setelah kejadian.
- 9.7 Untuk tujuan apapun, baik KONTRAKTOR maupun pekerjaanya bagaimanapun tidak akan dianggap sebagai pekerja atau wakil PERUSAHAAN. Semua pekerja yang dipekerjakan untuk melaksanakan pekerjaan/jasa menurut Kontrak ini merupakan pekerja KONTRAKTOR. Oleh karena itu, KONTRAKTOR atas biayanya sendiri berkewajiban dan bertanggung jawab atas upah dan tunjangan kerja pekerjaanya serta pemutusan hubungan kerja sesuai dengan hukum dan peraturan di Indonesia dan/atau hukum negara lain yang berlaku.
- 9.8 KONTRAKTOR harus memenuhi semua persyaratan yang berhubungan dengan mempekerjakan pegawai dan bertanggung jawab untuk memperoleh semua perizinan, termasuk penyimpangan jam kerja, paspor, visa dan izin kerja, jika diperlukan.
- 9.2 CONTRACTOR, at its own cost, shall have its employees enrolled to the Employees Social Security (Jamsostek).
- 9.3 CONTRACTOR shall indemnify, defend and hold COMPANY free and harmless from any and all liabilities, demands, damages, losses, proceedings, suits, expenses and costs arising out of or in connection with the non compliance of CONTRACTOR's obligations regarding the implementation of such programs.
- 9.4 CONTRACTOR shall comply and cause its personnel to comply with COMPANY's safety policy and other applicable safety regulations. COMPANY safety policy is available at COMPANY's Safety, Health, and Environment (SHE) Department. Upon commencement of any work or services contemplated hereunder, CONTRACTOR or any of its personnel shall be deemed to have read and understood COMPANY's safety policy and all other applicable safety regulations.
- 9.5 Except as covered in this Contract, CONTRACTOR shall, at its sole expense, provide each CONTRACTOR's personnel, including the employees of its subcontractors with appropriate and adequate safety equipment, including but not limited to coveralls, safety shoes, life vests, hard hats and protective glasses
- 9.6 Without prejudice to CONTRACTOR's reporting obligations under the applicable laws, CONTRACTOR shall report to COMPANY representative any and all accidents which may arise in connection with the performance of this Contract within twenty four (24) hours after the occurrence.
- 9.7 For any purpose whatsoever, neither CONTRACTOR nor its personnel hereunder in anyway shall be considered as an employee or agent of COMPANY. All personnel engaged by CONTRACTOR to render work/services hereunder are regarded as the employees of CONTRACTOR. Therefore, CONTRACTOR, at its own expense, shall be obligated and be responsible to arrange its employment benefits and termination in accordance with the Indonesian laws and regulations and/or other applicable laws.
- 9.8 CONTRACTOR shall comply with all requirements with respect to its hiring employees and shall be responsible for obtaining all necessary permits, including the permits for deviation of working hours, passports, visas and work permits, if required.

PASAL 10
PERALATAN, MATERIAL DAN PERSEDIAAN

- 10.1 Kecuali secara khusus dicantumkan dalam Kontrak ini, KONTRAKTOR atas biayanya sendiri, harus menyediakan semua peralatan yang diperlukan (termasuk mesin kendaraan, angkutan dan perkakas serta bahan bakar, suku cadang dan keperluannya), jasa dan sarana seperti air minum, listrik, gas dan telpon untuk melaksanakan pekerjaan/jasa yang diuraikan dalam Kontrak ini. Peralatan yang harus disediakan oleh KONTRAKTOR harus mencakup namun tidak terbatas pada ketentuan yang tercantum dalam Lampiran B – Lingkup Pekerjaan.
- 10.2 Kecuali yang secara khusus tercantum dalam Kontrak ini, KONTRAKTOR, atas biayanya sendiri, akan menyediakan semua material dan persediaan yang diperlukan untuk pekerjaan. Material dan persediaan yang harus disiapkan oleh KONTRAKTOR harus mencakup namun tidak terbatas pada ketentuan yang tercantum dalam Lampiran B – Lingkup Pekerjaan terlampir. Semua material yang disediakan KONTRAKTOR harus sesuai dengan jumlah, mutu, jenis dan spesifikasi yang diminta PERUSAHAAN.
- 10.3 PERUSAHAAN berhak untuk memeriksa dan menguji peralatan, material dan persediaan yang disediakan KONTRAKTOR untuk melaksanakan pekerjaan/ jasa menurut Kontrak ini. Atas permintaan PERUSAHAAN, KONTRAKTOR harus segera mengganti setiap peralatan, material, dan persediaan yang disediakan KONTRAKTOR yang tidak sesuai dengan persyaratan yang diminta PERUSAHAAN tanpa biaya tambahan pada PERUSAHAAN.
- 10.4 KONTRAKTOR harus bertanggung jawab dan mengganti rugi PERUSAHAAN untuk kerusakan dan kehilangan atas peralatan dan material yang disediakan PERUSAHAAN dan KONTRAKTOR akan membebaskan PERUSAHAAN dari tanggung jawab hukum atas kerusakan dan kehilangan peralatan yang disediakan oleh KONTRAKTOR.
- 10.5 Kecuali apabila PERUSAHAAN secara tegas menyetujui untuk melakukan hal tersebut atau apabila diharuskan oleh undang-undang, KONTRAKTOR akan dengan biayanya sendiri mengimpor ke Indonesia atas nama KONTRAKTOR dan mengangkut ke lokasi pekerjaan seluruh peralatan, material dan persediaan yang diperlukan untuk pelaksanaan Kontrak ini dan mendapatkan izin-izin yang diperlukan, termasuk tapi tidak terbatas pada, izin bea cukai.

ARTICLE 10
EQUIPMENT, MATERIAL, AND SUPPLIES

- 10.1 Except for those specifically listed in this Contract, CONTRACTOR shall at its sole cost, supply all necessary equipment (including machinery, vehicles, transport & tools as well as its fuel, spare parts and supplies), services and utilities, such as drinking water, electricity, gas and telephone, to carry out the work/services contemplated hereunder. The equipment to be provided by CONTRACTOR shall include but not be limited to the provisions listed in Exhibit B – Scope of Work.
- 10.2 Except for those specifically listed in this Contract, CONTRACTOR shall, at its sole cost, supply all materials and supplies required for incorporation in the work. The materials and supplies to be provided by CONTRACTOR shall include but not limited to those provisions listed in Exhibit B – Scope of Work, attached hereto. All materials supplied by CONTRACTOR must be in accordance with the quantity, quality, types and specification required by COMPANY.
- 10.3 COMPANY shall have the right to inspect and examine the equipment, materials and supplies supplied by CONTRACTOR used for performing the work/services hereunder. Upon COMPANY request, CONTRACTOR must immediately replace any equipment, materials and supplies provided by CONTRACTOR which are not in accordance with COMPANY's requirements at no additional cost to COMPANY.
- 10.4 CONTRACTOR shall be responsible and compensate COMPANY for all damage to and loss of equipment and materials supplied by COMPANY and CONTRACTOR shall hold COMPANY harmless from damage to and loss of equipment supplied by CONTRACTOR.
- 10.5 Except to the extent that COMPANY expressly agrees to do so or as may be required by law, CONTRACTOR shall at its own expense import in CONTRACTOR's name into Indonesia and transport to the place of work all the equipment, materials, and supplies required for its performance hereunder and obtain necessary permits, including but not limited to, permits on custom.

- 10.6 Apabila, dan sepanjang apabila, peralatan, perlengkapan, material dan persediaan yang merupakan barang operasi yang akan digunakan untuk operasi panas bumi, dan apabila barang operasi tersebut diimpor dengan menggunakan fasilitas yang diberikan oleh Pemerintah Indonesia, KONTRAKTOR akan memenuhi seluruh persyaratan dan batasan-batasan atas impor, memakai ekspor kembali dan pembebasan atau pengurangan bea masuk yang diatur oleh undang-undang, peraturan, keputusan, kebijakan dan tindakan lain dari pemerintah atau badan-badan pemerintah, termasuk tapi tidak termasuk penyusunan Daftar Induk yang menyebutkan jenis, kualitas, harga, tujuan penggunaan dan lokasi penggunaan barang operasi tersebut untuk diajukan oleh PERUSAHAAN kepada badan pemerintah yang disyaratkan oleh peraturan pemerintah yang berlaku untuk mendapatkan persetujuan yang diperlukan. PERUSAHAAN akan bekerjasama dengan KONTRAKTOR dan melakukan hal-hal yang yang diperlukan untuk membantu KONTRAKTOR dalam mendapatkan pembebasan atau pengurangan bea masuk dan dalam memproses penyelesaian bea cukai dan dalam mendapatkan persetujuan yang diperlukan untuk memperpanjang waktu penggunaan barang operasi tersebut yang diharuskan untuk diekspor kembali, dengan ketentuan bahwa seluruh pengeluaran oleh PERUSAHAAN sehubungan dengan bantuan tersebut akan menjadi tanggungan KONTRAKTOR dan dengan ketentuan bahwa tanpa mengecualikan ketentuan-ketentuan lain dalam Kontrak ini atau atau peraturan perundang-undangan yang berlaku. PERUSAHAAN akan dilepaskan dari tanggung jawabnya, termasuk tetapi tidak terbatas pada keterlambatan dan KONTRAKTOR akan menggantirugi dan membebaskan PERUSAHAAN dari setiap kerugian yang disebabkan oleh dan sehubungan dengan bantuan yang diberikan oleh PERUSAHAAN.
- 10.7 Apabila KONTRAKTOR menggunakan setiap peralatan, material, atau persediaan untuk pekerjaan/jasa-jasa selain yang diperlukan berdasarkan Kontrak ini, atau apabila KONTRAKTOR gagal untuk mengekspor dari Republik Indonesia segera setelah selesaiya pekerjaan/jasa-jasa, setiap peralatan, material atau persediaan yang belum dikonsumsi, seluruh bea-bea dan biaya-biaya lain sehubungan dengan barang-barang tersebut, apabila pada awalnya dibayar oleh PERUSAHAAN, akan merupakan kewajiban semata atau ekslusif dari KONTRAKTOR, dan KONTRAKTOR akan mengganti biaya yang dikeluarkan oleh PERUSAHAAN.
- 10.8 KONTRAKTOR harus mendapatkan perintah tertulis PERUSAHAAN atas prosedur yang akan diikuti sebelum mengimpor peralatan, material dan persediaan KONTRAKTOR.
- 10.6 If, and to the extent that, such equipment, tools, materials and supplies constitute operational goods to be used in the operation of geothermal and that such operational goods are imported using the facilities as provided by the Government of Indonesia, CONTRACTOR shall comply with all requirements and restrictions regarding import, use re-export and exemptions or reductions of import duties as provided by laws, regulations, decrees, directives and other act of any government or governmental agencies including, but not limited to the preparation of Master Lists stipulating the types, qualities, prices, purposes of use and locations of use of such operational goods for submission by COMPANY to any governmental agency or body as required by the applicable governmental regulations for obtaining the required approval. COMPANY will cooperate with CONTRACTOR and do such other things as may be necessary to assist CONTRACTOR in obtaining such exemptions or reductions of import duties and in processing the custom clearance and in obtaining the required approval to extend the period of use of such operational goods which are required to be re-exported, provided that all expenses by COMPANY with respect to such assistance shall be for CONTRACTOR's account and provided further that notwithstanding the provisions of this Contract or the applicable laws and regulations. COMPANY shall be released from any responsibilities, including but not limited to delays and CONTRACTOR shall indemnify and hold COMPANY harmless from any loss caused by or in connection with the assistance given by COMPANY.
- 10.7 If CONTRACTOR uses any equipment, material, or supplies for work/services other than those required hereunder, or if CONTRACTOR fails to export from the Republic of Indonesia promptly upon the completion of work/services, any equipment, material or supplies that have not been consumed, all duties and other charges in respect to such items, if paid originally by COMPANY, shall appertain solely and exclusively to CONTRACTOR, and CONTRACTOR shall reimburse COMPANY accordingly.
- 10.8 CONTRACTOR shall secure COMPANY's written instructions on procedure to be followed prior to importation of CONTRACTOR's equipment, materials and supplies.

PASAL 11
FASILITAS DAN JASA

Kecuali yang secara khusus tercantum dalam Kontrak ini, KONTRAKTOR atas biaya sendiri, bertanggung jawab atas pembayaran penyediaan semua fasilitas dan jasa untuk pekerja KONTRAKTOR yang diperlukan dalam pelaksanaan Kontrak ini, termasuk namun tidak terbatas pada hal-hal sebagai berikut:

- a) Perawatan kesehatan dan biaya rawat inap,
- b) Penginapan dan makan.
- c) Pengangkutan dari dan ke lokasi kerja.
- d) Perlengkapan keselamatan kerja

PASAL 12
PANDUAN DAN PENYELIAAN

Tanpa mengurangi ketentuan lain yang tercantum dalam Kontrak ini, PERUSAHAAN berhak untuk :

- a) mempelajari dan menyetujui karyawan KONTRAKTOR yang disiapkan untuk melaksanakan pekerjaan/jasa dan jadwal pekerjaan yang harus ditindak lanjuti KONTRAKTOR, yang harus disiapkan KONTRAKTOR sebelum mulainya pekerjaan konstruksi maupun rekayasa lainnya.
- b) setiap saat selama berlangsungnya Kontrak ini, memeriksa dan menguji pekerjaan/jasa yang dilaksanakan.
- c) meminta KONTRAKTOR untuk mengganti pekerja KONTRAKTOR yang menurut PERUSAHAAN tidak cakap, tidak mampu atau berkelakuan tidak baik. KONTRAKTOR akan memenuhi semua permintaan tersebut dan mengganti pekerja yang demikian dengan yang cakap tanpa mengenakan biaya kepada PERUSAHAAN.

ARTICLE 11
FACILITIES AND SERVICES

Except for those specifically listed in this Contract, CONTRACTOR shall, at its sole expense, be responsible for the payment and provision of all facilities and services for CONTRACTOR's personnel required in the performance of this Contract, which shall include but not be limited to the following:

- a) Medical treatment and hospitalization, if required.
- b) Accommodation and meals.
- c) Transportation to and from the work site.
- d) Safety equipments.

ARTICLE 12
GUIDANCE AND SUPERVISION

Without prejudice to other provisions stipulated in this Contract, COMPANY shall have the right to:

- a) review and approve CONTRACTOR's staff who he plans to assign to the work/services and the work schedule to be followed by CONTRACTOR, which shall be prepared by CONTRACTOR before commencing any construction or other engineering work.
- b) inspect and test the work/services performed, at any time during performance of this Contract.
- c) request CONTRACTOR to remove any of CONTRACTOR's personnel which COMPANY deems unqualified, incompetent or misbehaves. CONTRACTOR shall comply with such request and replace such personnel with the qualified one(s) at no cost to COMPANY.

- d) setiap saat selama berlangsungnya Kontrak ini, meminta perubahan atau penyesuaian dalam pelaksanaan pekerjaan atau rencana-rencana dan spesifikasi yang dianggap perlu oleh PERUSAHAAN, yang akan dilaksanakan oleh KONTRAKTOR. Perubahan biaya karena penambahan dan pengurangan pekerjaan menurut Kontrak ini akan dibuat sesuai dengan tarif yang terdapat dalam Lampiran C – Kompensasi dan Pembayaran terlampir atau jika tidak terdapat acuan yang demikian, jumlah penyesuaian akan diroundingkan dan disetujui secara tertulis oleh para pihak sebelum dimulainya perubahan tersebut. Dalam hal terjadi ketidaksepakatan, Perusahaan harus memperbaiki tarif dan harga tersebut yang, menurut pendapatnya, wajar dan harus memberitahukan Kontraktor atas hal tersebut. Sampai dengan tarif dan harga disetujui, Perusahaan akan menentukan tarif dan harga tambahan untuk memungkinkan penyelesaian dari setiap pembayaran yang jatuh tempo berdasarkan Kontrak ini. Apabila diminta oleh Perusahaan, Kontraktor akan melaksanakan perubahan berdasarkan tarif dan harga tambahan tersebut selama menunggu kesepakatan yang dapat berdampak pada jadwal.

Seorang wakil KONTRAKTOR setiap saat harus berada di lapangan yang bertanggung jawab atas pelaksanaan ketentuan tersebut diatas.

PASAL 13 PAJAK-PAJAK

- 13.1 Terkecuali yang secara khusus diatur dalam Kontrak ini, KONTRAKTOR harus bertanggung jawab sepenuhnya atas perhitungan, pemungutan, dan pembayaran pajak perusahaan, pajak penghasilan dan semua pajak lainnya yang mungkin dikenakan terhadap penghasilan, penjualan, pembayaran, atau hak milik KONTRAKTOR, para pekerjanya, para subkontraktornya dan agen serta pekerja mereka yang dikenakan atau dibebankan oleh pemerintah manapun termasuk pembayaran setiap denda yang disebabkan oleh keterlambatan atau tidak dipenuhinya kewajiban perpajakan KONTRAKTOR.
- 13.2 Apabila PERUSAHAAN diharuskan oleh peraturan pajak Indonesia yang berlaku untuk menghitung, menagih atau membayar pajak, maka semua jumlah yang telah dibayarkan PERUSAHAAN menjadi beban KONTRAKTOR dan PERUSAHAAN dapat secara sah memotong jumlah pajak tersebut dari jumlah yang harus dibayarkan kepada KONTRAKTOR berdasarkan ketentuan-ketentuan dari Kontrak ini atau ketentuan lainnya.
- 13.3 Dalam hal menurut peraturan perpajakan Indonesia, pekerjaan / jasa yang KONTRAKTOR sediakan untuk PERUSAHAAN menurut Kontrak ini dikenakan Pajak Pertambahan Nilai dan/atau Pajak Penjualan Atas Barang Mewah, KONTRAKTOR harus menyatakan jumlah pajak tersebut dalam Faktur Pajak dan

- d) ask CONTRACTOR, at any time during the term of this Contract, to make any changes or modifications in the performance of work or plans and specification considered necessary by COMPANY, which CONTRACTOR shall carry out. Changes in charges through increased or decreased work under this Contract shall be made accordingly pursuant to the applicable rates referenced in Exhibit C – Compensation and Payment hereto or in the absence of such reference the amount of such adjustment shall be negotiable and agreed upon in writing by the parties hereto prior to the commencement of such changes. In the event of disagreement, the Company shall fix such rates and prices as are, in its opinion, appropriate and shall notify the Contractor accordingly. Until such time as rates or prices are agreed, the Company shall determine provisional rates or prices to enable the settlement of any payments due under the Contract. If requested by the Company, Contractor will proceed with the change on the basis of such provisional rates or prices or pending resolution of any impact on schedule.

For the purpose of the above stated provision, a representative of CONTRACTOR shall at all times be on site and responsible for the work.

ARTICLE 13 TAXES

- 13.1 Except as otherwise specifically provided herein, CONTRACTOR shall be solely responsible for assessment, collections, and payment of corporate tax, income tax, and all other taxes as may apply to the income, turnover, remittances, or property of CONTRACTOR, its employees, subcontractors, agents, and their employees imposed or levied by any government including any penalties or fine resulting from the delay or non-compliance of tax obligations by CONTRACTOR.
- 13.2 In the event that COMPANY is required by applicable Indonesia tax laws to assess, collect, or pay any tax, all amounts so expended shall be for the sole account of CONTRACTOR, and COMPANY may lawfully deduct the amount of such taxes from any amounts due to CONTRACTOR under the terms of this Contract or otherwise.
- 13.3 In the event work/services provided hereunder is subject to Value Added Tax and/or Sales Tax for Luxury Goods, CONTRACTOR shall so indicate in its tax invoice the amount of such tax(es) due and shall provide COMPANY with a copy of its letter of Appointment as Taxable Firm along with

melengkapi tagihan kepada PERUSAHAAN dengan Salinan Surat Pengukuhannya sebagai Pengusaha Kena Pajak, disertai dengan faktur pajaknya dan PERUSAHAAN akan menyetorkan pajak tersebut ke Kas Negara atas nama KONTRAKTOR sesuai dengan ketentuan perpajakan yang berlaku.

- 13.4 KONTRAKTOR setuju untuk memberi ganti rugi, membela dan membebaskan PERUSAHAAN dari setiap kerugian, tanggung jawab hukum, tuntutan dan biaya yang dikenakan atau dibebankan oleh pemerintah termasuk pembayaran setiap denda yang disebabkan oleh keterlambatan atau tidak dipenuhinya kewajiban perpajakan tersebut oleh KONTRAKTOR.

the appropriate tax invoice, and COMPANY shall deposit such tax(es) to the State Treasury on behalf of CONTRACTOR pursuant to the Indonesia tax regulations.

- 13.4 CONTRACTOR agrees to indemnify and hold COMPANY harmless for any loss, liability and claims therefore and expense imposed or levied by any government, including any penalties or fine resulting from the delay or non-compliance of such tax obligations by CONTRACTOR.

PASAL 14 **PRODUKSI DALAM NEGERI**

Dalam melaksanakan pekerjaan/jasa sebagaimana diminta dalam Kontrak ini, KONTRAKTOR harus mengutamakan penggunaan barang dan jasa hasil produksi dalam negeri. Bagian atau prosentasi serta nilai barang dan jasa produksi dalam negeri tersebut harus dirinci secara jelas sebagaimana yang diminta dalam format Lampiran D – Perhitungan Kandungan Lokal Kontrak ini.

PASAL 15 **TANGGUNG JAWAB HUKUM DAN GANTI RUGI**

- 15.1 KONTRAKTOR setuju untuk mengganti rugi dan melindungi PERUSAHAAN, pekerjanya dan wakilnya dalam hal dan terhadap setiap dan segala kerugian dan tanggung jawab hukum dan tuntutan karenanya dan biaya-biaya dalam bentuk apapun, yang timbul karena cidera, kematian yang menimpa seseorang, termasuk namun tidak terbatas pada pihak ketiga, atau kerusakan atau kehilangan harta benda, termasuk namun tidak terbatas pada milik pihak ketiga, dan tuntutan atau pembebanan atas tenaga kerja dan petugas material apapun sebabnya (kecuali yang disebabkan karena kelalaian PERUSAHAAN semata-mata).

ARTICLE 14 **DOMESTIC PRODUCT**

In performing the work/services as required in this Contract, CONTRACTOR shall give priority and consider as most important using domestic goods and or services. CONTRACTOR shall detail the part or the percentage and the value of those domestic products in the form as required in Exhibit D – Local Content Calculation of this Contract.

ARTICLE 15 **LIABILITY AND INDEMNITY**

- 15.1 CONTRACTOR agrees to indemnify and safe COMPANY, its employees and agents harmless from any and all loss, damage, liability and claims therefore and expense of whatever kind of nature, occasioned by injury to or death of any person, including but not limited to third party, or damage to or loss of any property, including but not limited to any property of third party's, and claims or liens of workmen and material men, howsoever caused (excepting that caused by COMPANY's sole negligence).

- 15.2 Terlepas dari ketentuan dimuka, KONTRAKTOR setuju untuk memberi ganti rugi dan membebaskan PERUSAHAAN dari setiap kerugian, tanggung jawab hukum dan tuntutan dan biaya, dalam bentuk apapun yang diakibatkan karena cidera atau kematian atas pekerja KONTRAKTOR dan subkontraktornya atau kerusakan atau kehilangan harta benda KONTRAKTOR, subkontraktornya, atau para pekerja mereka, termasuk semua peralatan dan material yang disediakan KONTRAKTOR menurut Kontrak ini, apapun sebabnya, termasuk jika disebabkan kelalaian PERUSAHAAN.
- 15.3 KONTRAKTOR akan mengganti rugi dan membebaskan PERUSAHAAN dari dan terhadap segala dan setiap tuntutan atas kehilangan, kehancuran, tanggung jawab hukum atau biaya apapun karena pelanggaran nyata atau yang diduga atas hak paten atau hak industrial terdaftar lainnya sehubungan dengan pemakaian peralatan atau material yang disediakan atau metoda kerja yang digunakan KONTRAKTOR.

15.2 Notwithstanding the foregoing, CONTRACTOR agrees to indemnify and hold COMPANY harmless for any loss, liability and claims therefore and expense, of whatever kind or nature, occasioned by injury to or death of the personnel of CONTRACTOR and its subcontractors or damage to or loss of the property of CONTRACTOR, its subcontractor, or of their employees, including all equipment and materials furnished by CONTRACTOR hereunder, howsoever caused, even if caused by COMPANY's negligence.

15.3 CONTRACTOR shall indemnify and hold COMPANY harmless from and against any and all claims for loss, damage, liability or expense of any kind by reason of actual or alleged infringement of any patent rights or other industrial property rights in respect of the equipment or materials furnished, or method of operation used by CONTRACTOR hereunder.

PASAL 16 ASURANSI

Kontraktor harus melakukan pengadaan atas biayanya sendiri selama jangka waktu Kontrak ini atau setiap perpanjangan-(perpanjangan)nya, pertanggungan asuransi tertentu dari beberapa perusahaan asuransi yang handal dan diterima oleh Perusahaan, dengan perincian sebagaimana disebutkan di Lampiran F Asuransi. Pembatasan-pembatasan tersebut adalah persyaratan-persyaratan minimum dan tidak membatasi dengan cara apapun ruang lingkup kewajiban dan tanggung jawab Kontraktor berdasarkan Kontrak ini dan/atau Hukum Yang Berlaku dan tidak akan dianggap sebagai penerimaan Kelompok Perusahaan atas kewajiban keuangan yang melebihi pembatasan-pembatasan tersebut.

PASAL 17 KERAHASIAAN

- 17.1 Semua rancangan, informasi, data dan bahan-bahan lainnya yang diberikan atau diterima, diproduksi atau diinterpretasikan oleh KONTRAKTOR mengenai PERUSAHAAN dan kegiatannya akan tetap dirahasiakan dan akan tetap menjadi milik PERUSAHAAN, dan KONTRAKTOR menjamin akan mentaati ketentuan kerahasiaan ini.

ARTICLE 16 INSURANCE

Contractor shall obtain, during the term of this Contract or any extension(s) thereof at its own expense, with reliable insurance companies acceptable to Company, insurance coverage in amounts not less than the amounts stipulated under Exhibit F Insurance. Such limits are minimum requirements and do not limit in any way the scope of any of Contractor's obligations or liabilities under this Contract or Applicable Law and shall not be construed as Company Group's acceptance of financial liabilities in excess of these limits.

ARTICLE 17 CONFIDENTIALITY

- 17.1 All designs, information, data and other materials supplied to or received, produced or interpreted by CONTRACTOR relating to COMPANY or its activities shall be kept strictly confidential remain COMPANY's property, and CONTRACTOR guarantees to observe such confidentiality requirements.

- 17.2 KONTRAKTOR harus mendapat izin tertulis PERUSAHAAN sebelum memberi informasi kepada pihak ketiga mengenai sesuatu yang ada hubungan dengan penyediaan pekerjaan, peralatan, atau barang-barang menurut Kontrak ini, kecuali bila informasi tersebut diberikan guna mendapatkan peralatan dan barang-barang dari para pemasok KONTRAKTOR.

PASAL 18
HAK ATAS KEKAYAAN INTELEKTUAL

- 18.1 Hak atas Kekayaan Intelektual KONTRAKTOR: KONTRAKTOR mempunyai hak-hak milik dan kepentingan penuh atas dan terhadap seluruh hak atas Kekayaan Intelektual termasuk, tetapi tidak terbatas pada, setiap rancangan, proses, teknik, metodologi, pengembangan atau hal-hal lain yang dimilikinya pada tanggal dimulainya pekerjaan/jasa berdasarkan Kontrak ini.
- 18.2 Hak Atas Kekayaan Intelektual PERUSAHAAN: PERUSAHAAN mempunyai hak, hak milik dan kepentingan penuh atas dan terhadap seluruh kekayaan intelektual, termasuk, tetapi tidak terbatas pada, rancangan, proses, teknik, metodologi, pengembangan atau hal-hal lain yang dimilikinya pada tanggal dimulainya pekerjaan/jasa berdasarkan Kontrak ini atau yang dikerjakan atau dikembangkan oleh karyawan KONTRAKTOR dalam melaksanakan tugas-tugas mereka berdasarkan Kontrak ini kecuali hak atas kekayaan intelektual yang disebut dalam Pasal 18.1.
- 18.3 Hak untuk Memakai: KONTRAKTOR akan mempunyai hak untuk memakai dan izin non-ekslusif bebas royalty atas (sepanjang izin dapat diberikan) setiap hak atas kekayaan intelektual yang dikembangkan oleh KONTRAKTOR dalam melaksanakan tugas-tugas mereka berdasarkan Kontrak ini yang akan menjadi milik PERUSAHAAN berdasarkan Pasal 18.2.
- 18.4 KONTRAKTOR tidak akan menyelesaikan atau menyetujui bersama setiap tuntutan atau tindakan atas pelanggaran atau penyalahgunaan setiap hak atas kekayaan intelektual atau setiap tindakan atau tuntutan atau pemakaian yang tidak sah atas setiap hak atas kekayaan intelektual tanpa persetujuan dari PERUSAHAAN apabila penyelesaian atau persetujuan bersama itu mewajibkan PERUSAHAAN untuk membayar atau membagi setiap kepemilikan, memikul setiap kewajiban atau memberikan setiap izin-izin atau hak-hak lainnya atau untuk tunduk terhadap setiap keputusan karena penyelesaian atau persetujuan bersama tersebut.

PASAL 19
KEADAAN KAHAR

- 17.2 CONTRACTOR shall obtain COMPANY's written permission before disclosing to any third party, anything, which relates to the provision of services, equipment, or materials hereunder, except if such information as is necessary to obtain equipment and materials from CONTRACTOR's suppliers.

ARTICLE 18
INTELLECTUAL PROPERTY

- 18.1 CONTRACTOR's Intellectual Property: CONTRACTOR will have the sole right, title and interest to and in all intellectual property including, but not limited to, any designs, processes, techniques, methodologies, development or other matters which it owns at the date of commencement of work/services under this Contract.
- 18.2 COMPANY's intellectual property: COMPANY will have the sole right, title and interest to and in all intellectual property including, but not limited to, any designs, processes, techniques, methodologies, developments or other matters which it owns at the date of commencement of work/services under this Contract or which are prepared or developed by the CONTRACTOR's personnel in undertaking their duties under this Contract except intellectual property referred to under Article 18.1.
- 18.3 Right to Use: CONTRACTOR will have the right to use the non-exclusive royalty-free license of (to the extent that the license is able to be granted) any intellectual property developed by the CONTRACTOR in undertaking their duties under this Contract which will become the property of the COMPANY by virtue of Article 18.2.
- 18.4 CONTRACTOR shall not settle or compromise any suit or action for infringement or misappropriation of any intellectual property or any action or any suit for unauthorized use of any intellectual property without the consent of COMPANY if the settlement or compromise obliges COMPANY to make any payment or part with any property, to assume any obligation or grant any licenses or other rights to be subject to any injunction by reason of such settlement or compromise.

ARTICLE 19
FORCE MAJEURE

- 19.1 Kontrak ini tunduk kepada seluruh hukum, ketetapan, ketentuan, dan peraturan yang berlaku yang mengatur pelaksanaan Kontrak ini dan tiap pekerjaan dan baik PERUSAHAAN maupun KONTRAKTOR tidak bertanggung jawab atas keterlambatan atau kerugian yang disebabkan oleh keadaan kahar, seperti kebakaran, ledakan, kecelakaan, epidemi, bencana alam, atau perang, baik yang dinyatakan maupun yang tidak dinyatakan, revolusi, huru hara, tindakan musuh Negara, blockade atau embargo atau karena undang-undang, peraturan atau persyaratan dari pemerintah yang terjadi di luar kekuasaan para pihak dan yang terjadinya bukan karena kesalahan atau kelalaian para pihak yang dapat menghambat pelaksanaan Kontrak ini (kecuali penyebab yang timbul akibat kesulitan keuangan, ketidakmampuan untuk membayar utang yang jatuh tempo, pailit atau bangkrut).
- 19.2 Setiap keterlambatan yang disebabkan oleh alasan-alasan tersebut diatas atau salah satu dari alasan-alasan tersebut tidak dapat dianggap sebagai suatu pelanggaran atau wanprestasi dalam melaksanakan Kontrak ini, atau bagian darinya, namun demikian pihak yang tidak dapat, baik secara keseluruhan ataupun sebagian, melaksanakan kewajibankewajibannya berdasarkan Kontrak ini wajib memberikan pemberitahuan dan alasan-alasan khusus yang komprehensif atas keterlambatan tersebut secara tertulis ke pihak lain dengan segera setelah terjadinya peristiwa tersebut yang menyebabkan keterlambatan sehingga secepat mungkin dapat diperbaiki dengan seluruh upaya yang patut dan memungkinkan.
- 19.3. Persyaratan bahwa keadaan kahar wajib diatasi dengan upaya yang patut dan memungkinkan tidak mensyaratkan penyelesaian pemogokan, penghentian bekerja atau hambatan masalah tenaga kerja lainnya oleh pihak yang terkait, yang bertentangan dengan keinginannya; bagaimana seluruh hambatan tersebut ditangani secara tuntas merupakan kebijaksanaan pihak yang dimaksud. Tidak satu pun yang terkandung dalam ayat ini dapat membatasi PERUSAHAAN untuk memutuskan Kontrak ini atau pekerjaan tertentu setiap saat sesuai dengan pasal-pasal dalam Kontrak ini yang berkaitan dengan pemutusan.
- 19.1 This Contract is subject to all applicable laws, orders, rules, ordinances and regulations governing the performance of this Contract and each work and neither COMPANY nor CONTRACTOR shall be liable for any delay or damage due to, occasioned or caused by a force majeure circumstances, such as fire, explosion, accidents, epidemics, acts of God, or by reason of war – declared or undeclared, revolution, civil commotion, acts of public enemies, blockade or embargo, or by reason of any law, regulation, or requirement of government beyond the control and without the fault or negligence of the parties which prevent the performance of this Contract (other than financial distress, inability to pay debts when due, insolvency or bankruptcy).
- 19.2 Any delay due to above causes or any of them shall not be deemed to be a breach of or failure to perform this Contract, or any part thereof, but the party that is rendered unable, wholly or in part, to carry out its obligations under this Contract shall give notice and full particulars of the cause of said delay in writing to the other party promptly after the occurrence of the cause relied upon and the cause of said delay so far as possible shall be remedied with all reasonable dispatch.
- 19.3. The requirement that any force majeure situation shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned. Nothing contained herein shall prohibit COMPANY from being able to terminate this Contract or any particular work at any time pursuant to termination-related articles hereof.

PASAL 20
DENDA

- 20.1. Apabila Kontraktor gagal untuk memulai pekerjaan/jasa pada tanggal yang telah ditentukan dalam Kontrak ini, gagal untuk mengimpor atau mengangkut perlengkapan, material atau persediaan yang diperlukan untuk pelaksanaan pekerjaan KONTRAKTOR berdasarkan Kontrak ini, atau gagal menyelesaikan pekerjaan/jasa dengan cara dan waktu yang memuaskan sesuai dengan jangka waktu yang telah ditentukan dalam Kontrak ini, tanpa persetujuan tertulis dari PERUSAHAAN, kecuali apabila kegagalan tersebut disebabkan oleh keadaan kahar atau apabila ditentukan lain dalam Kontrak ini, kegagalan tersebut akan merupakan wanprestasi dari KONTRAKTOR berdasarkan Kontrak ini. PERUSAHAAN berhak untuk mendapatkan ganti rugi atas kegagalan tersebut dari Kontraktor sejumlah 0,1% (nol koma satu persen) dari jumlah maksimum imbalan atas pekerjaan/jasa-jasa berdasarkan Kontrak ini sebagaimana dijelaskan dalam Kontrak ini per hari untuk setiap hari keterlambatan sampai dengan nilai maksimum 10% (sepuluh persen) dari jumlah maksimum imbalan atas pekerjaan/jasa-jasa berdasarkan Kontrak ini. PERUSAHAAN mempunyai hak untuk memotong jumlah tersebut secara keseluruhan atau sebagian yang terutang kepada PERUSAHAAN sampai dengan nilai maksimum denda kerugian sebagaimana ditentukan dalam Kontrak dari setiap pembayaran yang jatuh tempo kepada KONTRAKTOR berdasarkan Kontrak ini.
- 20.2. Dalam hal keterlambatan atau kegagalan KONTRAKTOR sebagaimana diatur dalam Pasal 20.1, tanpa mengurangi hak dan upaya hukum lainnya dari PERUSAHAAN berdasarkan Kontrak ini dan peraturan perundang-undangan yang berlaku, PERUSAHAAN atas opsinya sendiri dapat mengakhiri Kontrak ini dengan segera dan mengambil alih pekerjaan/jasa atau mengalihkan pekerjaan/jasa kepada pihak ketiga dan KONTRAKTOR bila keterlambatan tersebut telah mencapai 10 (sepuluh) hari kalender.
- 20.3. Setiap biaya yang diakibatkan oleh pengakhiran tersebut harus dibayarkan oleh KONTRAKTOR dan harus dapat diperoleh dengan tindakan dengan ketentuan bahwa PERUSAHAAN dapat selalu mengurangi jumlah tersebut dari setiap jumlah uang yang jatuh tempo atau menjadi jatuh tempo kepada KONTRAKTOR dari PERUSAHAAN.
- 20.4. Namun, bila mana PERUSAHAAN tidak menjalankan haknya untuk membatalkan Kontrak ini, maka denda akan terus diperhitungkan sampai KONTRAKTOR memulai atau menyelesaikan pekerjaan/jasa, yang mana yang diberlakukan, namun bagaimanapun, jumlah denda tidak akan melebihi dari nilai denda maksimum sebagaimana diatur dalam Pasal 20.1.

ARTICLE 20
PENALTY

- 20.1. Should CONTRACTOR fail to commence the work/services on the date set forth in this Contract, fail to import or transport the equipment, materials or supplies required for the CONTRACTOR's performance hereunder, or fail to complete the work/services in a satisfactory and timely manner pursuant to the duration period set forth herein, without the written consent of the COMPANY, except if such failure is the result of force majeure or as otherwise provided for herein, such failure shall constitute default of CONTRACTOR under this Contract. COMPANY shall be entitled to recover from CONTRACTOR an amount equal to zero point one percent (0.1%) of the maximum amount of compensation for performing the work/services under this Contract as herein defined per day for each day of delay up to a maximum of ten percent (10%) of the maximum amount of compensation for performing the work/services under this Contract. COMPANY shall have the right to deduct these sums in whole or in part owing to COMPANY hereunder up to the maximum amount of the penalty as herein provided from any payments due to CONTRACTOR under this Contract.
- 20.2. In the event of CONTRACTOR's delay or default as provided under Article 20.1, without prejudice to COMPANY's other rights and remedies under this Contract and applicable laws and regulations, COMPANY reserves the right to terminate this Contract immediately and take over the works/services or assign the works/services to a third party if such delay has reached ten (10) calendar days.
- 20.3. Any costs resulting from such termination shall be payable by CONTRACTOR and shall be recoverable by action, provided always that COMPANY may deduct such amount from any monies due or becoming due to CONTRACTOR from COMPANY.
- 20.4. However, if COMPANY does not exercise its right to terminate this Contract, then the penalty shall continue to count until CONTRACTOR commences or complete the work/services, whichever is applicable, but in no event shall the total penalty exceed the maximum penalty as provided under Article 20.1.

PASAL 21
PENUNDAAN & BERAKHIRNYA KONTRAK

21.1 Jangka waktu Kontrak ini adalah jangka waktu yang dipersyaratkan untuk melaksanakan pekerjaan/jasa yang diuraikan dalam Lampiran B, tunduk kepada ketentuan dan syarat-syarat Lampiran A ini termasuk jangka waktu jaminan yang ditetapkan dalam Pasal 7. PERUSAHAAN berhak memperpanjang Kontrak ini atas kebijaksanaan PERUSAHAAN dengan ketentuan dan syarat-syarat yang sama serta harga yang disepakati bersama. Kontrak ini berakhir dalam hal peristiwa-peristiwa berikut ini:

- 21.1.1. Tunduk kepada ketentuan dan syarat-syarat Lampiran A ini, Kontrak akan berakhir dengan sendirinya dan tanpa pemberitahuan pada saat selesaiya pekerjaan/jasa yang diuraikan dalam Lampiran B yang memuaskan PERUSAHAAN dan jangka waktu jaminan yang ditetapkan dalam Pasal 7.
- 21.1.2. Dengan mengesampingkan ketentuan lain, PERUSAHAAN setiap saat, bahkan sebelum berakhirnya jangka waktu Kontrak, berhak menunda keseluruhan atau bagian dari pekerjaan/jasa dengan sebelumnya memberikan pemberitahuan tertulis paling lambat 14 (empat belas) hari kalender kepada KONTRAKTOR, dengan syarat penundaan tersebut adalah berdasarkan keputusan PERUSAHAAN dan bukan sebagai akibat dari Keadaan Kahar atau kelalaian PERUSAHAAN. Dalam hal ini KONTRAKTOR akan segera mengatur untuk memberhentikan pekerjaan/jasa dan meminimalisir pengeluaran-pengeluaran.

PERUSAHAAN dapat mengakhiri Kontrak apabila penundaan pekerjaan/jasa berlanjut melebihi 30 (tiga puluh) hari berturut-turut.

- 21.1.3. Dengan mengesampingkan ketentuan lain, PERUSAHAAN setiap saat, bahkan sebelum berakhirnya jangka waktu Kontrak, berhak memutuskan Kontrak ini atau perpanjangannya (bila ada) dengan memberikan pemberitahuan tertulis kepada KONTRAKTOR dalam waktu 30 (tiga puluh) hari kalender sebelumnya, tanpa harus membayar imbalan apapun kepada KONTRAKTOR, kecuali pembayaran atas pekerjaan/jasa dengan biaya yang telah ditentukan atau biaya prorata yang berlaku sampai dengan tanggal pemutusan Kontrak.

ARTICLE 21
SUSPENSION & TERMINATION

- 21.1. The term of this Contract shall be the period of time required to carry out the work/services described in Exhibit B, subject to the terms and conditions of this Exhibit A including the warranty period provided for in Article 7. The COMPANY shall have the right to extend this Contract at COMPANY's discretion upon the same terms and conditions and a mutually agreed price. This Contract shall be subject to termination in the following events:
 - 21.1.1. Subject to the terms and conditions of this Exhibit A, this Contract shall terminate automatically and without notice on completion of the work/services described in Exhibit B to COMPANY's satisfaction and the warranty period provided for in Article 7.
 - 21.1.2. Notwithstanding anything contained herein, COMPANY at any time, even prior to the expiry of the Contract term, shall have the right to suspend all or part of the work/services by giving prior written notice at least fourteen (14) calendar days to CONTRACTOR, provided that such suspension is at COMPANY's option and not as a result of Force Majeure or COMPANY's negligence. In this regard, the CONTRACTOR shall immediately make arrangements to stop the work/services and minimize expenditures.

The COMPANY may terminate the Contract if the suspension of work/services continues for more than thirty (30) consecutive calendar days.
 - 21.1.3. Notwithstanding anything contained herein, COMPANY at any time, even prior to the expiry of the Contract term, shall have the right to terminate this Contract or its extension (if any) upon tendering a thirty (30) calendar days written notice to CONTRACTOR without any compensation whatsoever to CONTRACTOR, except the payment with the applicable rate or prorate for the work/services performed up to the effective date of such termination.

- 21.1.4. Dalam hal pemutusan Kontrak sebagaimana diatur dalam Pasal 20.2 di atas maka pengakhiran akan berlaku efektif dengan berakhirnya pemberitahuan 10 (sepuluh) hari kalender dari PERUSAHAAN kepada KONTRAKTOR dalam hal KONTRAKTOR wanprestasi atau melanggar kewajibannya dalam Kontrak ini, dengan ketentuan bahwa KONTRAKTOR belum memperbaiki wanprestasinya atau pelanggaran sebagaimana disebutkan dalam pemberitahuan tersebut secara memuaskan 7 (tujuh) hari kalender sebelum berakhirnya pemberitahuan tersebut. Pemutusan tersebut tidak akan menghapus hak-hak PERUSAHAAN lainnya untuk menuntut penggantian, yang mungkin ada.
- 21.1.5. Apabila keadaan kahar terus berlanjut selama 30 (tiga puluh) hari kalender dari sejak hari pertama keadaan kahar tersebut, PERUSAHAAN mempunyai hak untuk memutuskan Kontrak ini setelah memberikan pemberitahuan tertulis 7 (tujuh) hari kalender sebelumnya. Pemutusan tersebut tidak akan mengurangi hak-hak dan kewajiban dari para pihak yang timbul sebelum tanggal pemutusan.
- 21.1.6. Tanpa memperhatikan setiap ketentuan lain, PERUSAHAAN dapat segera mengakhiri Kontrak ini:
- (a) Dalam hal pelanggaran Pasal 26;
 - (b) Sesuai dengan Pasal 20.2 atau Pasal 22; atau
 - (c) Apabila Kontraktor dinyatakan pailit, menjadi dalam keadaan tidak mampu membayar, atau secara umum gagal bayar terhadap utangnya yang jatuh tempo atau ditempatkan dalam likuidasi atau pengampuan atau apabila setiap tindakan hukum yang serupa dimulai atau diancamkan untuk mereka.
- 21.2 Untuk tujuan pemutusan menurut Kontrak ini, para pihak sepakat untuk mengesampingkan ketentuan Pasal 1266 Kitab Undang-Undang Hukum Perdata.
- 21.3 Kontrak ini dapat diperbarui dan/atau diperpanjang oleh PERUSAHAAN dengan ketentuan dan persyaratan yang sama menurut Kontrak ini, kecuali ditentukan lain sesuai kesepakatan para pihak. Pemberitahuan untuk memperbarui dan/atau memperpanjang Kontrak ini akan disampaikan dalam waktu 15 (lima belas) hari kalender sebelum berakhirnya Kontrak ini.
- 21.1.4. In the event of termination of Contract as provided under Article 20.2 above the termination shall be effective upon the expiration of ten (10) calendar days prior notice from COMPANY to CONTRACTOR in the event CONTRACTOR is in default or breach of its obligations hereunder, provided CONTRACTOR has not remedied satisfactorily the default or breach as stated in the notice before the seven (7) calendar days period of such notice has expired. Such termination shall not result in the loss of any other remedies COMPANY may have.
- 21.1.5. If a force majeure condition as defined in Article 19 continues to exist for a period of thirty (30) calendar days from the first day of such force majeure event, COMPANY shall have the right to terminate this Contract upon seven (7) calendar days advance written notice. Such termination shall be without prejudice to the rights and obligations of the parties accrued to the termination date.
- 21.1.6. Regardless of any other provision, COMPANY may terminate this Contract immediately:
- (a) For breach of Article 26;
 - (b) In accordance with Article 20.2 or Article 22; or
 - (c) If Contractor is declared bankrupt, becomes insolvent or generally fails to pay its debts when they became due or is placed in liquidation or receivership or if any similar legal action is commenced or threatened against them.
- 21.2 For the purpose of termination hereunder both parties hereby agree to waive Articles 1266 of the Indonesian Civil Code.
- 21.3 This Contract may be renewed and/or extended by COMPANY under the same terms and conditions pursuant to this Contract, except otherwise stipulated as agreed by the parties. Notice to renew and/or extend shall be given within fifteen (15) calendar days prior to the expiration of the Contract.

PASAL 22
KETAATAN TERHADAP UNDANG-UNDANG

Dalam melakukan pekerjaan/jasa sebagaimana dimaksudkan dalam Kontrak ini, KONTRAKTOR akan sepenuhnya mentaati semua ketentuan hukum Republik Indonesia. Setiap pelanggaran hukum yang dilakukan KONTRAKTOR akan dapat dipakai sebagai alasan yang sah untuk memutuskan Kontrak ini.

PASAL 23
**HUKUM YANG BERLAKU &
PENYELESAIAN PERSELISIHAN**

- 23.1 Kontrak ini, termasuk Lampiran-lampirannya akan diatur dan ditafsirkan menurut hukum Indonesia.
- 23.2 Setiap perselisihan, perbedaan atau tuntutan yang timbul atau berhubungan dengan Kontrak ini atau pelanggarannya, termasuk lampiran-lampiran, yang tidak dapat diselesaikan secara damai oleh para pihak, akan diselesaikan melalui arbitrase di Singapura sesuai dengan Peraturan *Singapore International Arbitration Centre* (SIAC).
- 23.3 Putusan arbitrase di atas akan bersifat final dan mengikat.

PASAL 24
PENGALIHAN

- 24.1 PERUSAHAAN dapat mengalihkan Kontrak ini kepada afiliasinya dan/atau pihak ketiga yang keadaan keuangannya kuat, termasuk para pemberi pinjaman yang memberikan pinjaman, pembiayaan atau fasilitas lindung nilai (hedging) kepada Perusahaan berdasarkan setiap perjanjian-perjanjian pembiayaan, dan PT PLN (Persero) ("PLN") berdasarkan Perjanjian Jual Beli Tenaga Listrik antara PLN dan Perusahaan dengan pemberitahuan kepada KONTRAKTOR.
- 24.2 KONTRAKTOR tidak dapat mengalihkan Kontrak ini tanpa izin tertulis dari PERUSAHAAN, izin mana tidak akan ditahan tanpa alasan yang wajar.
- 24.3 Dalam hal terjadi pengalihan yang demikian, pihak yang menyerahkan Kontrak ini tidak akan bebas atau terlepas dari semua kewajiban dan tanggung-jawabnya menurut Kontrak ini.

ARTICLE 22
COMPLIANCE WITH LAWS

In performing the work/services contemplated under this Contract, CONTRACTOR shall fully comply with all the laws of the Republic of Indonesia. Any violation of law will be grounds for the immediate termination of this Contract for justifiable cause.

ARTICLE 23
**GOVERNING LAW & SETTLEMENT
OF DISPUTES**

- 23.1 This Contract, including the Exhibits hereto, shall be governed by and construed in accordance with the laws of the Republic of Indonesia.
- 23.2 Any dispute, controversy or claim arising out of or relating to this Contract or the breach thereof, including the Exhibits hereto, which cannot be settled amicably by the parties, shall be settled by arbitration in Singapore in accordance with the Singapore International Arbitration Centre (SIAC).
- 23.3 Judgment made by the above arbitration shall be final and binding.

ARTICLE 24
ASSIGNMENT

- 24.1 COMPANY may assign this Contract to its affiliates and/or any financially sound third party, including to the lenders providing debt financing or hedging facilities to the Company under the any financing agreements, and PT PLN (Persero) ("PLN") in accordance with the Power Purchase Agreement between PLN and the Company by giving notice to CONTRACTOR to this effect.
- 24.2 CONTRACTOR may not assign this Contract without COMPANY's written permission, which shall not be unreasonably withheld.
- 24.3 In case of such assignment, the party assigning this Contract shall not be relieved or released from any of its obligations and responsibilities under this Contract.

24.4 Terlepas dari ketentuan apa pun dalam Kontrak ini, dipahami dan disetujui oleh para pihak bahwa apabila KONTRAKTOR memberikan jasa-jasanya menurut Kontrak ini untuk kepentingan afiliasi PERUSAHAAN di dalam wilayah kerja afiliasi itu sendiri, maka selama pekerjaan/jasa-jasa itu dilaksanakan dalam wilayah tersebut, KONTRAKTOR dengan ini setuju bahwa segala hak, kepentingan dan kewajiban PERUSAHAAN dalam Kontrak ini juga berlaku kepada afiliasi dimaksud. Dan KONTRAKTOR setuju bahwa semua polis asuransi dimana PERUSAHAAN disebut sebagai ikut tertanggung dan menerima pembebasan dari hak subrogasi dalam kaitannya dengan Kontrak ini, sudah disetujui dan ditambahkan untuk manfaat afiliasi PERUSAHAAN.

PASAL 25 **PEMISAHAN**

- 25.1 Dalam hal salah satu atau lebih ketentuan dalam Kontrak ini atau suatu dokumen yang ditandatangani sehubungan dengan Kontrak ini menjadi tidak berlaku, tidak sah, atau dalam hal apapun, menurut hukum yang berlaku, tidak dapat dilaksanakan, maka hal tersebut tidak akan mempengaruhi atau mengurangi berlakunya, keabsahannya, dan pelaksanaan ketentuan-ketentuan lainnya dalam Kontrak ini.
- 25.2 Selanjutnya, para pihak memahami dan sepakat bahwa tidak dilaksanakannya atau keterlambatan dalam melaksanakan suatu ketentuan atau suatu persyaratan dari Kontrak ini tidak akan dianggap sebagai telah dikesampingkannya ketentuan tersebut oleh salah satu pihak kecuali kalau tindakan pengesampingan itu dibuat secara tertulis oleh wakil yang sah dari pihak yang bersangkutan.

PASAL 26 **IMBALAN DAN KOMISI DAN PERTENTANGAN** **KEPENTINGAN**

- 26.1 KONTRAKTOR dengan ini menyatakan bahwa KONTRAKTOR belum pernah membayar dan setuju tidak akan membayar atau memberi imbalan, komisi, rabat, atau barang lain yang bernilai yang diketahui oleh KONTRAKTOR sebagai sesuatu yang menguntungkan pekerja PERUSAHAAN.
- 26.2 KONTRAKTOR tidak akan bermiaga dengan PERUSAHAAN manapun atau perseorangan yang hasilnya akan menguntungkan seseorang pekerja PERUSAHAAN.

24.4 Notwithstanding anything herein contained, it is hereby understood and agreed by the parties hereto that when the services rendered by CONTRACTOR hereunder are with respect to the interest of any COMPANY affiliate within this affiliate's own working areas, then during the period work/service is performed in this area, CONTRACTOR hereby consents that all rights, interests and obligations of COMPANY under this Contract shall also valid to the respective affiliate. And CONTRACTOR agrees that all CONTRACTOR's insurance policies in which COMPANY is named as additional insured or receives waiver of subrogation in relation of this Contract, has been endorsed in favor of the appropriate COMPANY's affiliate.

ARTICLE 25 **SEVERABILITY**

- 25.1 In the event any one or more provisions of this Contract or any document executed in connection with this Contract shall be invalid, illegal or enforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.
- 25.2 Further, it is understood and agreed by the parties hereto, that no failure or delay in exercising any terms and conditions of this Contract shall be deemed to be waiver by either party unless such waiver is executed in writing by the duly authorized representative of the party.

ARTICLE 26 **FEES AND COMMISSIONS, CONFLICT** **OF INTEREST**

- 26.1 CONTRACTOR represents that it has not heretofore paid and agrees not to pay or give any fee, commission, rebate or other thing of value known to CONTRACTOR to be for the benefit of any employee of COMPANY.
- 26.2 CONTRACTOR shall not do business with any COMPANY or person from which the results thereof might benefit an employee of COMPANY.

PASAL 27 **BAHASA**

Kontrak ini dibuat dalam Bahasa Indonesia dan Bahasa Inggris. Dalam hal terdapat perbedaan arti antara versi Bahasa Indonesia dan Bahasa Inggris, maka versi Bahasa Inggris yang berlaku.

PASAL 28 **PEMBERITAHUAN**

Pemberitahuan yang dimaksud dalam Kontrak ini akan sudah cukup bagi Pihak yang bersangkutan jika dibuat secara tertulis dan diserahkan secara langsung termasuk pengiriman melalui facsimile atau dikirimkan ke pihak yang bersangkutan ke alamat tersebut pada *Pro Forma Contract*. Perubahan alamat untuk maksud pemberitahuan dapat dilakukan dengan cara yang sama.

PASAL 29 **PENCATATAN DAN AUDIT**

- 29.1 Sesuai dengan ketentuan yang berlaku, KONTRAKTOR akan menyimpan catatan keuangan dan waktu yang memperlihatkan semua biaya dan ongkos yang dikeluarkan, menurut prinsip dan praktik akuntansi yang diterima secara umum.
- 29.2 Jika setelah diadakannya pemeriksaan atau audit ditemukan kesalahan pada nota tagihan yang diajukan KONTRAKTOR, maka kesalahan itu akan dikoreksi dengan nota tagihan perbaikan.

PASAL 30 **KONTRAKTOR MANDIRI**

- 30.1 KONTRAKTOR akan bertindak sebagai KONTRAKTOR yang mandiri dan semua pekerja yang ditunjuk oleh KONTRAKTOR untuk melaksanakan pekerjaan/jasa yang dimaksud dalam Kontrak ini merupakan pekerja KONTRAKTOR dan sama sekali tidak dapat dianggap sebagai wakil atau pekerja dari PERUSAHAAN. Segala sesuatu yang berkaitan dengan pekerja KONTRAKTOR termasuk tapi tidak terbatas pada perjanjian kerja, pengupahan, tunjangan-tunjangan serta serikat pekerja yang diikuti oleh pekerja KONTRAKTOR merupakan tanggung jawab dari pihak KONTRAKTOR.
- 30.2 Sebagai KONTRAKTOR mandiri, segala sesuatu yang berkaitan dengan serikat pekerja untuk pekerja KONTRAKTOR akan dibentuk dan dikelola secara mandiri oleh pihak KONTRAKTOR dan sama sekali tidak akan berkaitan dengan serikat pekerja-serikat pekerja yang berada di PERUSAHAAN.

ARTICLE 27 **LANGUAGE**

This Contract is executed in Bahasa Indonesia and the English Language. In case of conflict between the Bahasa Indonesia and the English version, then the English version shall prevail.

ARTICLE 28 **NOTICES**

Notification under this Contract shall be sufficiently served by the Party concerned if made in writing and delivered personally which shall include transmission by facsimile or mailed to the proper party at the address specified in the Pro Forma Contract or any address further informed in writing by the parties. Changes of address for notice purposes can be made in the same manner.

ARTICLE 29 **RECORDS AND AUDIT**

- 29.1 As required by prevailing regulations, CONTRACTOR shall keep all accounts and time records, showing all costs and charges incurred, in accordance with generally accepted accounting principles and practices.
- 29.2 If, as a result of any review or audit any invoices submitted by CONTRACTOR are found to be in error, such errors shall be adjusted by issuance of an appropriate corrective invoice.

ARTICLE 30 **INDEPENDENT CONTRACTOR**

- 30.1 CONTRACTOR shall act as independent CONTRACTOR and all personnel assigned by CONTRACTOR to perform work/services as contained in this Contract shall be deemed to be the CONTRACTOR's employee and in no sense shall be deemed to be agents or employees of COMPANY. Anything concerned with CONTRACTOR's employee including but not limited to employment agreement, wage payment, benefits and labor union followed by CONTRACTOR's employee shall be CONTRACTOR's responsibility.
- 30.2 As independent CONTRACTOR, anything concerned with labor union for CONTRACTOR's employee is managed independently by CONTRACTOR and shall not in any way connected with labor unions within COMPANY.

30.3 Dalam hal terjadi perselisihan antara KONTRAKTOR dengan pekerja KONTRAKTOR dan/atau subkontraktornya dan/atau pekerja subkontraktor berkaitan dengan permasalahan pekerja KONTRAKTOR atau hubungan antara KONTRAKTOR dengan subkontraktor dan/atau pekerjanya, KONTRAKTOR setuju untuk melindungi, mengganti rugi dan membebaskan PERUSAHAAN atas segala kerugian atau tanggung jawab hukum, tuntutan dan biaya, dalam bentuk apapun termasuk atas biaya pengadilan dan pengacara, dalam melakukan upaya-upaya hukum dalam proses pengadilan dimaksud.

Bila dianggap perlu oleh PERUSAHAAN untuk turut melakukan upaya hukum, baik bersama-sama atau sendiri, KONTRAKTOR akan mengganti PERUSAHAAN atas seluruh biaya yang dikeluarkan, termasuk biaya pengadilan dan pengacara.

PASAL 31
KESELURUHAN KONTRAK, PERUBAHAN & JUDUL

- 31.1 Secara keseluruhan disetujui bahwa Kontrak ini dan Lampiran-lampiran yang dilampirkan di sini merupakan keseluruhan perjanjian antara PERUSAHAAN dan KONTRAKTOR sehubungan dengan pekerjaan/jasa yang diberikan dalam Kontrak ini dan akan menggantikan seluruh kesepakatan dan korespondensi sebelumnya. Kontrak ini tidak dapat diubah kecuali apabila perubahan tersebut dibuat secara tertulis dan ditandatangani oleh wakil yang sah dan berwenang dari para pihak.
- 31.2 Tidak akan ada perubahan atas Kontrak ini kecuali melalui kesepakatan tertulis antara para pihak, kecuali jika diatur lain.
- 31.3 Judul dalam Kontrak ini hanya untuk kemudahan saja dan tidak akan berlaku untuk penafsiran Kontrak ini.

30.3 In the event of any dispute between the CONTRACTOR with CONTRACTOR's employee and/or its subcontractor and/or the employee of the subcontractor concerning with issues on CONTRACTOR's employee or CONTRACTOR's relation with the subcontractor and/or its employee, CONTRACTOR agrees to defend, indemnify and hold COMPANY harmless against any and all loss or liability, claim and costs in any forms whatsoever including liability for court costs and attorney's fees, to take legal actions in such legal process.

If it is deemed as necessary by COMPANY to take a legal action jointly or severally, CONTRACTOR shall reimburse COMPANY for all costs incurred thereof, including court costs and attorneys fees.

ARTICLE 31
MODIFICATIONS & HEADINGS

- 31.1 It is agreed that this Contract and the Exhibits attached hereto constitute the entire agreement between COMPANY and CONTRACTOR with respect to the works/services rendered hereunder and shall supersede all prior understanding and correspondence. This Contract may not be amended or altered unless such alteration or amendment is made in writing and signed by the duly authorized representative of both parties.
- 31.2 No modifications to this Contract shall be made except by written agreement between the parties, except as otherwise expressly provided.
- 31.3 Headings in this Contract are for convenience only and shall not affect the interpretation hereof.

**PROVISION OF WELL CHEMISTRY
SAMPLING, ANALYSIS AND TRACER FLOW
TEST FOR DEVELOPMENT WELLS**

Reference Number: 16000148-OS-10101

Exhibit B – Scope of Work

EXHIBIT B

SCOPE OF WORK

1. GENERAL

As part of Muara Labuh Development Drilling and following well completion, a series of well testing will be conducted. During well testing /production test chemistry sampling and TFT should conduct to get the information and characteristic from fluid reservoir and well production capacity.

- Geochemical analysis from water, NCG, condensate and stable isotope (brine & steam) to define various chemical characteristic on reservoir fluids. In order to support this analysis, chemical sampling of reservoir fluid on well apparatus are needed to support the program. Timing of fluids sampling will be conducted during well testing schedule.

Objectives of chemical analysis on fluid & gas:

- ✓ Understanding characteristic of reservoir from chemistry (salinity, pH, TDS, element cation & anion contain, etc.).
- ✓ Understanding the reservoir process (boiling, cooling, steam excess and etc)
- ✓ Understanding reservoir fluid temperature
- ✓ Understanding risk based on chemistry (acid, silica scaling, calcite scaling and etc)
- ✓ Identify gas characterization on reservoir. Gas analysis will help to identify boiling and condensation on reservoir fluids and also to identify magmatic influence on geothermal system.
- ✓ Isotope analysis will help in identifying the origin of water, linking between steam and water, and reservoir system (temperature and rock type).
- Tracer flow test (TFT) to define the well production flow, cross check well production parameters with James Lip Pressure Method and provide the parameters for chemistry Total Discharges calculation.
- Quick NCG identification using wet test meter during chemistry sampling.
- Arsenic (As) and Mercury (Hg) analysis from Non Condensable Gas (NCG) sample as an optional activity for each flowing well.

The current plan of work commencement is estimated on May 2017 with the duration of 24 months.

2. DETAIL SCOPE

2.1. Activity

CONTRACTOR shall conduct chemical sampling on up to 11 (eleven) development wells plus 2 (two) contingency wells. The sampling activity will be as follow:

- 2.1.1. Chemistry sampling in production wells will be conducted in 4 (four) different well head pressure condition in each production wells
- 2.1.2. Brine and isotope sample from production wells should take from bottom port sampling point in 2 phase line.
- 2.1.3. Non condensable gas (NCG) sample from production wells should take from top port sampling point in 2 phase line
- 2.1.4. Chemistry sample that should take for each well head pressure are:

- Brine from 2 phase line
 - Non Condensable Gas (NCG)
 - Steam Condensate
 - Weir box brine
 - Isotope brine from 2 phase line
 - Isotope from steam
 - Isotope from weir box brine
- 2.1.5. Chemistry sampling in injection wells will be different, only brine from 2 phase line will be collected.

2.2. Chemistry Sample Analysis:

- 2.2.1. Brine sample from 2 phase line production wells, weir box production line and injection wells should analyze for comprehensive water analysis (Na, K, Ca, Mg, Li, Sr, Ba, Fe, Mn, Al, As, Sb, B, SiO₂, Cl, F, SO₄, HCO₃, NH₃, H₂S, CO₂, pH, and TDS)
- 2.2.2. **Non Condensable Gas (NCG) sample from production wells should analyze for Total non-condensable gas analysis (Total NCG, CO₂, H₂S, NH₃, Ar, N₂, CH₄, H₂, O₂).**
- 2.2.3. Condensate sample from production wells should analyze for comprehensive steam condensate analysis (Na, Cl, B, SiO₂, As, Hg, Fe, pH)
- 2.2.4. Isotope sample from brine 2 phase line production wells, steam 2 phase line production wells and weir box production wells should analyze for stable isotope analysis (Deuterium and Oxygen 18)
- 2.2.5. In optional, Non Condensable Gas (NCG) sample from production wells should analyze for Arsenic (As) and Mercury (Hg) also. This work should perform by CONTRACTORS based on Instruction to Perform (ITP)

2.3. Tracer Flow Test (TFT) in Production wells:

- 2.3.1. Tracer Flow Test (TFT) will be conducted in 4 (four) specific well head pressure condition in each production wells.
- 2.3.2. During TFT operations at the well site, overview process will be given for COMPANY staff on site.
- 2.3.3. In performing tracer flow test, the CONTRACTOR shall provide special tools and equipment's required to perform the tracer flow test. Since it's a development wells, Contractor shall bring all the tools & equipment's needed both for single phase or two (2) phase steam.
- 2.3.4. The tracer chemicals are injected at the above well head trough double valve at flow tee. The samplers are collected between 10 – 50 meters downstream of injection from sample ports on top and bottom of two phase line.
- 2.3.5. The chemicals of tracer that should inject are SF6 for tracer in steam and Thermo Tracer for tracer in brine.

2.4. Non Condensable Gas (NCG) wet test measurement

- 2.4.1. Wet test sample should take in 4 (four) specific well head pressure condition in each production wells during chemistry sampling.
- 2.4.2. For wet test measurement, the CONTRACTOR shall provide special tools and equipments required to perform the tracer wet test.

2.2.6. This work considered as optional work as per requested by the COMPANY through Instruction to Perform (ITP).

3. SCHEDULE ACTIVITY

3.1. Sampling

- Chemistry and tracer flow test (TFT) will conduct during production test. COMPANY will inform to CONTRACTOR regarding the schedule minimum 10 days before activity.
- Tracer Flow Test and chemistry sampling will conducted in sequence. TFT will be performed earlier before chemistry sampling.

3.2. Analysis result

In analysis chemistry and tracer flow test samples, the CONTRACTOR should provide the result of chemistry and tracer flow test analysis maximum 3 weeks after sample arrive in CONTRACTOR laboratory due to analysis result will be used as guidance for planning and decision for the next drilled wells.

4. PERSONAL AND TOOLS SPECIFICATION

- 4.1 CONTRACTOR should provide technical people with 2 years experiences or more in well chemistry sampling and tracer flow test
- 4.2 Qualification for personnel taking chemical samples is Geochemist
- 4.3 The Service engineer shall have experience in tracer single phase or two phase steam in geothermal field.
- 4.4 During chemistry sampling CONTRACTOR should bring the digital chloride probe tools measurement and also high range and low range Quantabs

5. CONTRACTOR'S RESPONSIBILITY

- 5.1 Advice, reports and recommendations shall be directly submitted to COMPANY representatives on any finding during performing the work.
- 5.2 The CONTRACTOR at their own cost shall be responsible to provide and arrange payment, lodging, meals, medical/health, and transportation for manpower, tools and other support equipments from-to-and within the project site.
- 5.3 The CONTRACTOR shall provide their own PPE to comply with COMPANY safety and environmental regulation in particular safety helmet, safety shoes, ear plug, and eye protection.
- 5.4 The personnel shall attend the safety induction conducted by COMPANY before start working in the project site.

6. COMPANY'S RESPONSIBILITY

- 6.1 COMPANY will give ten (10) days notification to CONTRACTOR to start performing the work by issuing Instruction to Perform (ITP).
- 6.2 COMPANY will provide safety induction to CONTRACTOR's Personnel which will perform the Work.
- 6.3 For tracer flow test, COMPANY will:
 - Set up well test program
 - Prepare tapping pint connection for inject tracer chemical and sampling port valve
 - Set up position of production test flowing well head pressure
 - Provide fresh water for cooling and condensation steam in portable separator

7. WORK PERFORMANCE REPORTING

- 7.1 The CONTRACTOR shall provide daily report and conduct the daily technical meeting with COMPANY representatives during the work performed.
- 7.2 Before leaving the site, CONTRACTOR shall provide preliminary report and submitted to the COMPANY representatives before leaving project site.
- 7.3 CONTRACTOR shall provide COMPANY with final report of each well and shall be submitted within four (4) weeks after taking samples. The formal report shall be in English. The TFT report shall include the following:
 - Well characteristic
 - Steam rate, brine rate and total mass flow
 - Flowing enthalpy
 - Recommendations

8. COMPANY AND CONTRACTOR REPRESENTATIVES

During work implementation, all formal communication shall be passed through in writing to the relevant persons as listed below.

COMPANY:

PT. Supreme Energy Muara Labuh

Menara Sentraya, 23rd Floor
Jl. Iskandarsyah Raya No. 1A
Kebayoran Baru, Jakarta 12160
Phone: +62-21-27882222 (Hunting)
Fax: +62-21-27882333

Contact:

Alfiady (alfiady@supreme-energy.com) – Geochemist
Herwin Azis (herwin-azis@supreme-energy.com) – Chief Development Geologist
Faishal Dwi Ismail (faishal-dwi@supreme-energy.com) – Procurement Specialist
Hary Wibowo (hary-wibowo@supreme-energy.com) - SCM Manager
Ketut Murniata (ketut-murniata@supreme-energy.com) – Finance Officer
SEML(for Invoice purpose)



**PROVISION OF WELL CHEMISTRY
SAMPLING, ANALYSIS AND TRACER FLOW
TEST FOR DEVELOPMENT WELLS**

Reference Number: 16000148-OS-10101

Exhibit C – Compensation and Payment

EXHIBIT C – COMPENSATION AND PAYMENT

1. GENERAL PROVISION

- 1.1. The prices or rates as set forth in this Exhibit are the prices or rates offered by CONTRACTOR and agreed by COMPANY to be paid by COMPANY to CONTRACTOR for Work/Services rendered by CONTRACTOR and accepted by COMPANY. The prices or rates are excluding Value Added Tax (VAT).
- 1.2. The prices or rates in this Exhibit are used solely for calculating the compensation due to the CONTRACTOR by COMPANY and such compensation is limited to the Work/Services as stipulated in the Schedule of Price or remuneration table in this Exhibit.
- 1.3. Prices or rates of the Work/Services calculated per time unit (day/week/month) shall be effective at the time the Work/Services is ready to be performed as defined by COMPANY.
- 1.4. Total Contract Value is best estimation only based on approximate quantity of Work/Services and is not to be deemed as COMPANY's commitment. COMPANY reserves the right to adjust the quantity as in accordance with the actual implementation and/or the COMPANY's requirements.
- 1.5. The prices herein are fixed for the period of the Contract. The prices are not subject to escalation for any reason unless it is specifically administered.
- 1.6. CONTRACTOR warrants that the prices or rates as set forth in this Exhibit have covered all the costs required in providing and implementing the Work/Services stipulated in the Contract, including but not limited to all costs for design, assembling, installation, maintenance and/or operation of CONTRACTOR's Equipment, mobilization and demobilization of CONTRACTOR's Equipment and CONTRACTOR's Personnel, administration and accounting, CONTRACTOR's Personnel, permits and licenses, insurance, taxes and levies, depreciation, and profit.

1.7. Hire, Off-Hire and Goods Delivery

- 1.7.1. Below are provision for CONTRACTOR's Equipment rental hire and off-hire:
 - Point of Hire: COMPANY's worksite and/or other areas as designated by the COMPANY in writing (after mobilization, if any, completed). Time of hire refers to other relevant provision in this Exhibit.
 - Point of Off-hire: COMPANY's worksite and/or other areas as designated by the COMPANY in writing (at starts of demobilization, if any).
- 1.7.2. Below are provision for CONTRACTOR's Personnel hire and off-hire
 - Point of Hire: COMPANY's worksite and/or other areas as designated by the COMPANY in writing. Time of hire refers to other relevant provision in this Exhibit.
 - Point of Off-hire: COMPANY's worksite and/or other areas as designated by the COMPANY in writing.
- 1.7.3. Goods or material are to be delivered to Point of Delivery: COMPANY worksite and/or other areas as designated by the COMPANY in writing.

2. MOBILIZATION AND DEMOBILIZATION COST

- 2.1. If charged separately from the Work/Services cost, mobilization cost includes all costs required to bring the CONTRACTOR's Equipment and CONTRACTOR's Personnel from the point of origin to Point of Hire or other location defined by COMPANY and to make all the

preparation required to provide and implement the Work/Services, including but not limited to costs of handling, permits, transportation and cargo, installation, testing, and calibration.

- 2.2. If charged separately from the Work/Services cost, demobilization cost includes all costs required at the end of Contract to remove CONTRACTOR's Equipment and CONTRACTOR's Personnel from Point of Off-hire to point of origin. The demobilization cost also includes costs to reinstate the worksite to its original condition, including but not limited to costs of handling/ deconstruction, transportation and cargo, as well as the cost to free the worksite from any pollution attributable to activities by CONTRACTOR.
- 2.3. The mobilization/demobilization cost is a lump sum cost and shall only be charged one time for each round trip of CONTRACTOR's Equipment package or CONTRACTOR's Personnel being mobilized/demobilized.

Unless specified otherwise under the Contract or waived by the COMPANY, in the event the CONTRACTOR has entered into a commitment with other party(s) at the time of the demobilization so that the CONTRACTOR will demobilize from Point of Off-hire to such other party(s) area of operations then the COMPANY is not obligated to pay the demobilization cost.

- 2.4. If the scope of Work/Services as governed under the Contract consists of a continuous Work/Services (uninterruptedly) and located at various worksites, as designated by the COMPANY, then:
 - 2.4.1. Mobilization cost is the mobilization cost to the Point of Hire or to other first location as designated by COMPANY.
 - 2.4.2. Demobilization cost is the demobilization cost from the Point of Off-hire or from other last location as designated by COMPANY

3. CONTRACTOR'S EQUIPMENT RENTAL COST

- 3.1. The rental cost for CONTRACTOR's Equipment shall include, but not limited to, the followings:
 - Master List clearance process including all costs and expenses, should CONTRACTOR wishes to import its equipment, tools or materials using COMPANY's import duty exemption facility (Master List) for the performance of Work/Services.
 - Suitably certified shipping baskets, containers and slings for safe transport of Equipment together with all appropriate lift subs.
 - Onshore pre-assembly as required by COMPANY. COMPANY may request that some bottom hole assembly components are pre-assembled at CONTRACTOR's premises, and shipped as a single item and shipped in baskets with suitable pick up subs installed.
 - Recertification of lifting equipment on any CONTRACTOR owned unit, basket or container if required.
 - Insurance provisions as specified in the Contract.
 - All other costs of whatsoever nature incurred by CONTRACTOR in the administration of this Contract.
- 3.2. If charged separately from the Work/Services cost, the CONTRACTOR's Equipment rental cost shall be effective since the date rented CONTRACTOR's Equipment are completely installed, in good condition and ready for the implementation of Work/Services based on minutes of acceptance signed by CONTRACTOR and COMPANY.
- 3.3. The rental costs of CONTRACTOR's Equipment shall be ceased when it is returned by COMPANY to CONTRACTOR based on a written notification from COMPANY to CONTRACTOR. Any cost due to delaying of demobilization CONTRACTOR's Equipment that caused by CONTRACTOR, cannot be charged to COMPANY's.

- 3.4. In the case that the CONTRACTOR's Equipment rental cost is stated in rental cost per month, if did not reach full one (1) month, the rental of the CONTRACTOR's Equipment shall be prorated based on the actual number of days multiplied by monthly rental rate divided by total days in the respective month.

4. COST OF CONTRACTOR'S PERSONNEL

- 4.1. The costs of CONTRACTOR's Personnel shall include, but not limited to, the followings:

- Salaries, national mandatory insurance, bonus payments, pensions, holiday contributions, severance payments, medical expenses, sick pay and other employee benefits arising from the employment of personnel.
- All hours worked (including any overtime and any night-shift premium) including any increase during the term of this Contract.
- Personnel working equipment (including hand-tools, protective clothing, etc) and Personal Protective Equipment (PPE).
- Income Tax deductions.
- Any safety training/medical certification costs.
- If mobilization/demobilization is not charged separately: Airline Ticket, Transportation, Accommodation, Meals costs from CONTRACTOR's point of origin in Jabodetabek (or otherwise stated) to COMPANY's worksite - vice versa.
- Insurance provisions as specified in the Contract.
- All costs of whatsoever nature incurred by CONTRACTOR in the administration of this Contract.

- 4.2. If charged separately from the Work/Services costs, the rates for the CONTRACTOR's Personnel operating the CONTRACTOR's Equipment and/or supporting the implementation of the Work/Services shall be effective once the CONTRACTOR's Personnel is actually ready at the Point of Hire as instructed by COMPANY.

- 4.3. Any costs for the CONTRACTOR's Personnel shall be ceased when demobilization of the CONTRACTOR's Personnel from Point of Hire is instructed by COMPANY.

- 4.4. In the case that the cost of CONTRACTOR's Personnel is stated in cost per month, if did not reach full one (1) month, the cost of CONTRACTOR's Personnel shall be prorated based on the actual number of days multiplied by monthly cost divided by total days in the related month.

5. COST OF GOODS

- 5.1. If charged separately from the Work/Services, cost of goods or material, besides the price of the goods itself, has included but not limited to all costs and expenses for custom clearance, insurance, packing, transportation to the designated Point of Delivery, and re-exportation (if required).

6. SPECIFIC CHARGES

N/A

7. ESTIMATED TOTAL COST

- 7.1. The estimated total cost payable to CONTRACTOR during Contract period (estimated Total Contract Value) is as follows:

No.	Descriptions	Total (IDR)
1	Well Chemistry Sampling, Analysis and Tracer Flow Test for Development Wells
Say: Indonesian Rupiah		

- 7.2. If applicable, the estimated total cost of remuneration mentioned in Article 7.1 of Exhibit C is detailed in the Attachment 2 of Exhibit C – Schedule of Prices.

- 7.3. The cost of Work/Services, goods, CONTRACTOR's Equipment and or CONTRACTOR's Personnel, out of those stipulated in Article 7.1 and 7.2 of Exhibit C, that may be requested by COMPANY to be supplied by CONTRACTOR under this Contract are stipulated in the Attachment 3 of Exhibit C "Price List" and/or "Price List Book" with the discount mentioned. Terms and Conditions of this Contract shall govern unless mutually agreed by Parties.

8. UNEXPECTED NEED FOR ADDITIONAL WORK/SERVICES

- 8.1. Any Work/Services, goods, CONTRACTOR's Equipment and or CONTRACTOR's Personnel not described in Exhibit B or C and their attachments, neither provided for in CONTRACTOR's price list book that performed or supplied by CONTRACTOR upon COMPANY's written request shall be subject of the amendment based on mutual agreement between COMPANY and CONTRACTOR.

8.2. Reimbursable

- 8.2.1. If COMPANY request to have the CONTRACTOR, from a third party, furnish certain Work/Services, goods, CONTRACTOR's Equipment and or CONTRACTOR's Personnel and the CONTRACTOR agrees to furnish, the COMPANY will reimburse the CONTRACTOR for the actual cost including actual documented freight costs incurred in furnishing such items, if any, plus administrative handling fee detailed in Article 8.2.2. If actual cost is different with Contract's currency, conversion will be using Bank Indonesia middle rate at the date of invoice.

- 8.2.2. Pursuant to Article 8.2.1., CONTRACTOR is entitled to charge the COMPANY administrative handling fee in the amount of 7% (seven percent) of the transaction value.

- 8.2.3. Reimbursement to the CONTRACTOR shall be based upon the submission of copy of COMPANY's ITP / work order issued by COMPANY's Representative completed with an expense report and authentic substantiating receipts.

- 8.3. In the event COMPANY requires CONTRACTOR to airfreight goods and or CONTRACTOR's Equipment, COMPANY agrees to pay CONTRACTOR the air freight costs less reasonable cost for transportation that should have been paid otherwise by CONTRACTOR.

9. PENALTY ON COMPENSATION

The provisions under this Article shall not restrict COMPANY to exercise its rights to terminate this Contract as stipulated in Article "Term and Termination".

- 9.1. For Work/Services with a pre-defined commencement date, pursuant to Article "Penalty" of the Contract, unless components of the Work/Services (CONTRACTOR's Equipment,

CONTRACTOR's Personnel) are charged separately, COMPANY will impose a penalty to CONTRACTOR in the amount of 0.1% (one tenth percent) of the estimated Total Contract Value of the Contract for each day of delay, except during Force Majeure events, in case one or more of the followings occurs:

- if CONTRACTOR fails to commence the Work/Services by the commencement date provided for in the Contract, or
 - in case of non-performance of the Work/Services, or
 - in case delays in providing the Work/Services of either CONTRACTOR's Equipment or replacement CONTRACTOR's Equipment, CONTRACTOR's Personnel and/or delivery(ies) of goods (if any).
- 9.1.1. If mobilization or demobilization cost is charged separately, for every day of delay, then COMPANY will impose a penalty to CONTRACTOR in the amount of 1% (one percent) of the mobilization or demobilization cost.
- 9.1.2. In the case that components of the Work/Services (CONTRACTOR's Equipment, CONTRACTOR's Personnel) are charged separately, the penalty for the late Work/Services component is as much as 1% (one percent) of the charge of the late component of the Work/Services (CONTRACTOR's Equipment, CONTRACTOR's Personnel) for each of day of delay.
- 9.1.3. Subject to provision of Article 9.1. of the Exhibit C, the number of days of delay is counted from the commencement date to the date the whole CONTRACTOR's Equipment and/or goods and/or CONTRACTOR's Personnel required to commence the implementation of the Work/Services are available and ready to use at worksite or other location defined by COMPANY based on the inspection result and acceptance of COMPANY's Representative.
- 9.1.4. If there is any CONTRACTOR's Equipment fully fails to operate or perform in compliance with the requirement of Work/Services (malfunction), and if the CONTRACTOR's Equipment is charged separately from the Work/Services, no compensation whatsoever shall be payable to CONTRACTOR for the CONTRACTOR's Equipment during the non-performance or malfunctioning period of the CONTRACTOR's Equipment.
- 9.1.5. If there is any CONTRACTOR's Personnel fully fails to operate or perform in compliance with the requirement of Work/Services (non-perform), and if the CONTRACTOR's Personnel is charged separately from the Work/Services, no compensation whatsoever shall be payable to CONTRACTOR for the CONTRACTOR's Personnel during the non-performance or non-performing period of the CONTRACTOR's Personnel.
- 9.1.6. If there is any changes of CONTRACTOR's Personnel without COMPANY's prior written approval, regardless the performance of the Work/Services, no compensation whatsoever shall be payable to CONTRACTOR for the respective position of CONTRACTOR's Personnel.
- 9.2. For Work/Services with a predefined completion date or a predefined products with a predefined delivery date, pursuant to Article "Penalty" of the Contract, if CONTRACTOR fails to complete the Work/Services by the completion date or fail to provide the products by the delivery date provided in the Contract, then COMPANY will impose a penalty to CONTRACTOR in the amount of 0.1% (one tenth percent) of the estimated Total Contract Value of the Contract for each day of delay.
- 9.2.1. In the case that goods are charged separately from Work/Services, the penalty for the late delivery of goods is as much as 1% (one percent) of the value of each goods for each of day of delay.
- 9.2.2. Pursuant to Article 9.2., the number of days of delay is counted from the completion date or delivery date to the date the whole Work/Services are completely performed

by CONTRACTOR and accepted by COMPANY's Representative stated in the minutes of completion Work/Services.

- 9.3. For goods delivery, the number of days of delay is counted from the scheduled goods delivery date to the date the whole goods are completely delivered by CONTRACTOR and accepted by COMPANY's Representative stated in the delivery order acceptance.
- 9.4. Notwithstanding other provisions in the Contract, accumulation of all penalties chargeable to CONTRACTOR is maximum 10% (ten percent) of the estimated Total Contract Value or 50% (fifty percent) of the Work/Services component subjected to penalty (i.e. mobilization/demobilization, Equipment, Personnel, goods), whichever the highest.
- 9.5. In the event the rental and/or use of CONTRACTOR's Equipment as in accordance with the Contract is more than 12 (twelve) months, then the penalty will be multiplied to the estimated Total Contract Value for 12 (twelve) months.

10. LOCAL CONTENT PROVISION

- 10.1. CONTRACTOR shall give preference to domestically produced goods and services for the performance of the Work/Services under this Contract as stipulated in Article 28 of Exhibit A.
- 10.2. CONTRACTOR shall ensure and monitor that the local content during Contract implementation is in accordance with the local content calculation as stipulated in the Exhibit D.
- 10.3. CONTRACTOR shall provide report of local content realization to COMPANY after completion of the work or at any time as requested by COMPANY.

11. INVOICES

- 11.1. Any and all invoices shall be based on the commencement or performance of the Work/Services that refers to Instruction to Perform (ITP) issued by COMPANY.
- 11.2. Except stated otherwise, invoices shall be submitted on monthly basis. CONTRACTOR shall submit invoices for delivery or completion. In addition to the requirement set forth in Article "Payment" of this Contract, CONTRACTOR's monthly invoice shall be supported with:
 - Copy of Contract's cover page and signatory page.
 - Instruction to Perform (ITP) or work order from COMPANY for each work performed.
 - Acceptance minutes and/or approved delivery order.
 - Total price of Work/Services that have been performed based on acceptance minutes by COMPANY's Representative.
 - Summary of Contract Expenditures as per Attachment 1 to Exhibit C which shows total value of all invoices submitted prior to the current one.
 - Evidence of insurance(s) payment for the first invoice submission.
 - Others: N/A

11.3. Invoice submission schedule

Last day for submitting invoices for the prior month goods/services is the 10th day for the following month, with the following schedule:

- Day : Monday – Thursday
- Time : 08.00 – 11.00 & 13.00 – 14.00

Related with the tax payment schedule, the date of the invoice shall be between the 1st and the 10th of the following month (not the date on the month of which the Work/Services rendered by CONTRACTOR).



Where invoices submission occurs after the 10th day of the following month, any penalties caused by a late payment of VAT (PPN) to the State Treasury will be CONTRACTOR's responsibility.

11.4. Additional document

Especially for imported goods and temporary imported rental Equipment, below document must be attached:

- Copy of PIB, BL, SKEP Pembebasan, Purchase Order (PO / Proforma Invoice)
- Copy of Contract (of which uses Contract)
- Original approved deliver order, which has been signed by COMPANY's Representative who received the goods
- Faktur Pajak (3 copies)

11.5. Requirements on Faktur Pajak

- Code used:
 - ✓ Faktur Pajak code for amount below Rp.10.000.000 is using serial number 010
 - ✓ Faktur Pajak code for amount above Rp.10.000.000 is using serial number 030
- Date and month of the Faktur Pajak must be the same with date and month of invoice submission.
- Faktur Pajak address
PT. Supreme Energy Muara Laboh
Ged. Menara Sentraya, Lt.23. 1A
Jl. Iskandarsyah Raya No.1A, Melawai, Kebayoran Baru, Jakarta Selatan

11.6. COMPANY NPWP No.

- PT. Supreme Energy Muara Laboh : 02.742.113.0-012.000

12. PAYMENT INSTRUCTION

12.1. The invoice of the Work/Services rendered by CONTRACTOR and approved by COMPANY is to be submitted to the COMPANY's Finance in the Jakarta Office for processing.

Payment shall be made to:

Account Name :
Account No. :
Name of Bank :
Address :

NPWP No :

12.2. In case Contract governs provision of Work/Services for COMPANY and its Affiliate(s), then CONTRACTOR shall prepare separate invoices for each of the actual Work/Services perform for each of the COMPANY and its Affiliate(s) respectively.

**PROVISION OF WELL CHEMISTRY
SAMPLING, ANALYSIS AND TRACER FLOW
TEST FOR DEVELOPMENT WELLS**

Reference Number: 16000148-OS-10101

**Attachment 1 to Exhibit C
Summary of Expenditure Form**

ATTACHMENT 1 TO EXHIBIT C
SUMMARY OF EXPENDITURE FORM

Contract No.:

Title:

Contractor:

Invoice No: Date:

Period Ending: from to

Invoices submitted to COMPANY should summarize total expenditure under the Contract to date by including the following information:

a. Effective Date (Contract Period): (_____)

b. Amount of this invoice: _____

c. Total of all previous invoices: _____

(including invoices submitted but not yet paid)

d. Invoice to Date ($b + c$): _____

e. Estimated value of work not yet invoiced: _____

(if any)

f. Contract Value: _____

(including Amendment, Contract Change Order etc. - if any)

g. Balance of Contract Value ($f - e - d$): _____

27

**PROVISION OF WELL CHEMISTRY
SAMPLING, ANALYSIS AND TRACER FLOW
TEST FOR DEVELOPMENT WELLS**

Reference Number: 16000148-OS-10101

**Attachment 2 to Exhibit C
Schedule of Prices**

ATTACHMENT 2 TO EXHIBIT C
SCHEDULE OF PRICES

No.	Descriptions	Est. Qty	UoM	Unit Price (IDR)	Sub-total (IDR)
	Mobilization & Demobilization, Personnel, and Logistic				
1	Mobilization and Demobilization	13	Round-Trip (Lumpsum)
2	Personnel Charge	1	Lumpsum
3	Accommodation and Logistics Package	1	Lumpsum
	Laboratory Analysis and Final Reporting				
4	Total non-condensable gas analysis, estimate 4 samples for each well	52	Sample
5	Stable isotope analysis, estimate 12 samples for each well	156	Sample
6	Comprehensives water analysis, estimate 8 samples for each well	104	Sample
7	Condensate, estimate 4 samples for each well	52	Sample
8	Tracer Flow Test, estimate 4 times for each well	52	Sample
	Optional if required by Company				
9	Arsen (As) & Mercury (Hg) in NCG analysis, estimate 1 sample for each well	13	Sample
10	West test measurement, estimate 4 WHP for each well	52	Sample
11	Provisional Sum	-	-	-	780,000,000.00
		Total (IDR)		

Note: Provisional Sum value is determined by Company (*Note: subject to change prior award process*).

Provisional sum is for any additional services/goods as required by Company, which is to be executed either performed by Contractor, or performed by third party refer to clause 8.2 Reimbursable of the Exhibit C.

**PROVISION OF WELL CHEMISTRY
SAMPLING, ANALYSIS AND TRACER FLOW
TEST FOR DEVELOPMENT WELLS**

Reference Number: 16000148-OS-10101

**Attachment 3 to Exhibit C
Price List**

TAMBAHAN 3 TERHADAP LAMPIRAN C – DAFTAR HARGA
ATTACHMENT 3 TO EXHIBIT C – PRICE LIST

N/A

**PROVISION OF WELL CHEMISTRY
SAMPLING, ANALYSIS AND TRACER FLOW
TEST FOR DEVELOPMENT WELLS**

Reference Number: 16000148-OS-10101

Exhibit D - Local Content Calculation

EXHIBIT D
LOCAL CONTENT CALCULATION

Perhitungan TKDN dilakukan oleh Kontraktor / Local Content calculation is done by Contractor.

Uraian Pekerjaan Work Description	Cost / Biaya (IDR)			TKDN Local Content (%) (e=a/d)
	KDN – Local Component (a)	KLN – Overseas Component (b)	Total (c=a+b)	
Jasa / Services				
I. Personil/Konsultan Personnel				
II. Alat Kerja / Fasilitas Kerja Working Equipment / Facility				
III. Konstruksi dan Fabrikasi Construction and Fabrication				
IV. Jasa Umum General Services				
A. Total Jasa / Services	$\sum(a)$	$\sum(b)$	$(d=\sum c)$	
B. Komponen Bukan Biaya / Non Cost Component (overhead, profit)				
C. Total Nilai Penawaran / Quoted Price (A+B)				

Formula:

$$\% \text{ TKDN Jasa } (\% \text{ Services Local Content}) = \frac{\text{Biaya Total Jasa (Total Services Cost)} - \text{Biaya KLN Jasa (Services Overseas Cost)}}{\text{Biaya Total Jasa (Total Services Cost)}}$$

END OF EXHIBIT D

**PROVISION OF WELL CHEMISTRY
SAMPLING, ANALYSIS AND TRACER FLOW
TEST FOR DEVELOPMENT WELLS**

Reference Number: 16000148-OS-10101

**Exhibit E - Performance Bond and the
Statement Letter**

LAMPIRAN / EXHIBIT E

Jaminan Pelaksanaaan Pekerjaan dan Surat Pernyataan/Performance Bond and the Statement Letter (Bank's Letterhead)

No.: _____

Pada hari ini tanggal _____ bulan _____ 20_____
yang bertandatangan di bawah ini _____ (nama)
_____, _____ (Jabatan), bertindak
dalam jabatannya tersebut untuk dan atas nama
_____ (bank), beralamat di _____
_____(PENJAMIN) tanpa syarat dan
tanpa dapat dicabut kembali dengan ini memberikan
jaminan kepada PT. Supreme Energy _____
(PERUSAHAAN), beralamat di Menara Sentraya, Lantai
23, Jl. Iskandarsyah Raya No. 1A, Kebayoran Baru,
Jakarta 12160 mengenai pelaksanaan yang baik dan
tepat waktu oleh [_____ nama PT]
beralamat di _____ (KONTRAKTOR) atas semua
kewajibannya berdasarkan KONTRAK No. _____
tanggal _____ mengenai _____
(sebagaimana diamandeman, diubah dan/atau ditambah
dari waktu ke waktu) (KONTRAK) dengan jumlah Rp.
_____ sesuai dengan ketentuan dibawah ini :

1. PENJAMIN dengan ini secara tidak dapat ditarik
kembali dan tanpa syarat menyatakan, menjamin
dan berjanji bahwa pembayaran secara penuh atas
jumlah jaminan tersebut diatas akan diberikan
kepada PERUSAHAAN dengan seketika pada saat
menerima pernyataan tertulis dari PERUSAHAAN
yang menyatakan bahwa KONTRAKTOR telah lalai
atau wanprestasi tanpa membutuhkan bukti atas
adanya kelalaian atau wanprestasi tersebut atau
tanpa memperhatikan pemberitahuan, persetujuan
atau keberatan dari KONTRAKTOR.
2. Setiap tuntutan dari PERUSAHAAN menurut Bank
Garansi ini harus diajukan kepada PENJAMIN di
kantor PENJAMIN sesuai dengan alamat tersebut
diatas selambat-lambatnya 30 (tiga puluh) hari kerja
setelah Bank Garansi ini berakhir.
3. PENJAMIN tidak dibebaskan atau dilepaskan
dari semua janjinya sebagaimana tercantum dalam
Bank Garansi ini oleh setiap hal berikut ihi:

- (i) kesepakatan yang dibuat antara
PERUSAHAAN dan KONTRAKTOR
- (ii) setiap modifikasi, variasi, amandemen,
tambahan, atau perubahan atas dan terhadap
setiap persyaratan dan ketentuan dari
KONTRAK atau kewajiban atau pekerjaan
berdasarkan KONTRAK (termasuk namun
tidak terbatas pada kewajiban KONTRAKTOR
menurut KONTRAK);
- (iii) setiap pengesampingan, kompromi,,
keringanan atau pengampunan baik dalam hal
waktu, pembayaran, pelaksanaan atau hal
lainnya atau hal-hal yang diberikan kepada
KONTRAKTOR berdasarkan KONTRAK atau
keringanan lain yang diberikan oleh
PERUSAHAAN;
- (iv) setiap pelanggaran dari KONTRAK baik oleh
KONTRAKTOR maupun oleh PERUSAHAAN;

On this _____ day of _____ 20____ the undersigned
_____ (name) _____, (position)
_____ acting in his aforementioned capacity for
and on behalf of _____ (bank) having its
office at _____ (GUARANTOR)
hereby unconditionally and irrevocably guarantees to
PT. Supreme Energy _____ (COMPANY),
having its office Menara Sentraya, 23rd Floor, JL.
Iskandarsyah Raya No. 1A, Kebayoran Baru, Jakarta
12160 the due and punctual performance of
[_____ name of PT] having its
office at _____
(CONTRACTOR) of all its obligations and liabilities
under CONTRACT No. _____ dated
regarding _____
(as amended, varied and/or supplemented from time
to time) (CONTRACT), in the amount of Rp
_____, under the following terms and
conditions:

1. The GUARANTOR hereby irrevocably and
unconditionally represents, warrants and
undertakes that payment in the full amount of the
aforementioned shall be made to COMPANY
immediately without delay upon receipt of
COMPANY first written statement certifying that the
CONTRACTOR has breached or been in default
without the necessity of any evidence of the breach
or a prior notice to or approval from the
CONTRACTOR and notwithstanding any objection
from the CONTRACTOR.
2. Any claim made by COMPANY under this Bank
Guarantee must be submitted to the GUARANTOR
at the GUARANTOR's office as indicated above,
not later than 30 (thirty) working days after the
expiry date of this Bank Guarantee.
3. The GUARANTOR shall not be discharged or
released from its undertaking under this Bank
Guarantee by any of the following:

- (i) arrangement made by and between
COMPANY and CONTRACTOR;
- (ii) any modification, variation, amendment,
supplement or alteration in or to any of the
conditions or provisions of the CONTRACT
or the obligations or works thereunder(including but not limited to any alteration of
CONTRACTOR's obligations under the
CONTRACT);
- (iii) any waiver, compromise, indulgence,
forbearance or forgiveness whether as to
time, payment, performance or any other
matter or thing afforded to the
CONTRACTOR under the CONTRACT or
other indulgence granted by COMPANY;
- (iv) any breach or breaches of the CONTRACT,
whether by the CONTRACTOR or the
COMPANY;

- (v) setiap pengabaian, penundaan atau pengakhiran KONTRAK;
 - (vi) setiap sengketa diantara KONTRAKTOR dan PERUSAHAAN atau setiap keadaan yang mengakibatkan dibuatnya permintaan berdasarkan Bank Garansi ini;
 - (vii) setiap disabilitas, tidak dimilikinya kapasitas, atau perubahan konstitusi atau anggaran dasar dari PENJAMIN, KONTRAKTOR atau PERUSAHAAN; atau
 - (viii) setiap likuidasi, pembubaran atau insolvensi dari PENJAMIN, KONTRAKTOR, atau PERUSAHAAN (sebagaimana diizinkan berdasarkan hukum Republik Indonesia).
4. Pembayaran oleh PENJAMIN berdasarkan Bank Garansi ini wajib dibayarkan secara penuh tanpa perjumpaan hutang, pengurangan atau klaim dan disetorkan ke rekening bank yang ditentukan oleh PERSEORAN, bebas dari pengurangan apapun atas setiap pajak, bea, tagihan atau pengurangan apapun yang ada saat ini atau dimasa yang akan dating, yang ditagihkan atau wajib dibayarkan sehubungan dengan pembayaran tersebut.
5. Bank Garansi ini berlaku pada tanggal tersebut di atas dan akan tetap berlaku (tanpa dipengaruhi oleh likuidasi atau setiap perubahan dalam pemegang saham atau penguasa atas KONTRAKTOR) selama KONTRAKTOR memiliki tanggung jawab atau kewajiban terhadap PERUSAHAAN menurut KONTRAK dan sampai mana yang dari hal-hal berikut ini terlebih dahulu terjadi:
- (i) PENJAMIN telah menerima pengakuan tertulis dari PERUSAHAAN bahwa semua tanggung jawab dan kewajiban KONTRAKTOR telah dipenuhi semuanya, atau
 - (ii) pembayaran keseluruhan oleh PENJAMIN sebesar (Rp.) _____ kepada PERUSAHAAN sesuai permintaan PERUSAHAAN menurut Bank Garansi ini, atau
 - (iii) _____ (tanggal) _____ (sekurang-kurangnya tiga bulan sesudah masa KONTRAK berakhir).
6. i PENJAMIN melepaskan semua hak-hak istimewa yang mungkin dimilikinya menurut Pasal 1831 Kitab Undang-undang Hukum Perdata Indonesia tersebut yang mensyaratkan suatu penyitaan serta penjualan aset atau harta benda milik KONTRAKTOR sebelum dana dibayarkan kepada PERUSAHAAN menurut Bank Garansi ini.
7. Penafsiran, keabsahan serta pelaksanaan Bank Garansi ini secara eksklusif dalam segala hal diatur oleh hukum negara Republik Indonesia.
8. Semua sengketa, perselisihan atau perbedaan pendapat yang mungkin timbul dari atau sehubungan dengan Bank Garansi ini yang tidak dapat diselesaikan secara damai dalam waktu 30 (tiga puluh) hari sejak pem-beritahuan tertulis dari satu pihak kepada pihak lainnya (Pemberitahuan
- (v) any avoidance, suspension or termination of the CONTRACT;
 - (vi) any dispute between the CONTRACTOR and the COMPANY under or in relation to the CONTRACT, or any circumstances leading to a demand being made under this Bank Guarantee;
 - (vii) any disability, incapacity, or change in the constitution of the GUARANTOR, the CONTRACTOR or the COMPANY; or
 - (viii) the liquidation, dissolution or insolvency of the GUARANTOR, the CONTRACTOR or the COMPANY (as permitted under the laws of the Republic of Indonesia).
4. The payments by the GUARANTOR hereunder shall be made in full without any set-off, deduction or counterclaim into the bank account designated by the COMPANY, free and clear of and without reduction by reason of any and all present and future taxes, levies, charges or withholdings whatsoever, imposed or collected with respect thereto.
5. This Bank Guarantee shall come into force as of the date first written above and shall remain in force (regardless of the liquidation or any change in shareholding or control of the CONTRACTOR) for so long as CONTRACTOR shall have any liability or obligation to COMPANY under the CONTRACT and until the earliest of the following occurs:
- (i) GUARANTOR's receipt of COMPANY written acknowledge that all CONTRACTOR's liabilities and obligations have been discharged in full, or
 - (ii) aggregate payment by the GUARANTOR of the sum of (/Rp.) _____ to COMPANY pursuant to COMPANY demands under this Bank Guarantee, or
 - (iii) _____ (date) _____ (at least three months after the CONTRACT expires).
6. the Guarantor hereby expressly waives all privileges it may have under Article 1831 thereof to require the confiscation and sale of CONTRACTOR's assets or properties prior to the disbursement of funds to COMPANY under this Bank Guarantee.
7. The interpretation, validity and performance of this Bank Guarantee shall be exclusively governed in all respect by the laws of the Republic of Indonesia.
8. All disputes, controversies or differences which may arise out of or in connection with this Bank Guarantee which cannot be settled amicably within 30 (thirty) days after written notice by one party to the other (the Arbitration Notice) shall be submitted to Badan Arbitrasi Nasional Indonesia

Arbitrasi) akan diajukan kepada Badan Arbitrasi Nasional Indonesia (BANI). Putusan yang diambil oleh Arbitrator bersifat final serta mengikat para pihak dan para pihak dengan ini secara tegas melepaskan semua hak banding kepada Pengadilan manapun sehubungan dengan masalah hukum yang timbul selama masa arbitrasi atau sehubungan dengan putusannya.

9. PENJAMIN menjamin bahwa Bank Garansi ini dibuat oleh orang yang berwenang sesuai dengan anggaran rumah tangga PENJAMIN.
10. Bank Garansi ini dibuat dalam Bahasa Indonesia dan Bahasa Inggris. Kedua versi adalah sama-sama otentiknya. Jika terdapat ketidaksesuaian atau perbedaan interpretasi antara versi Bahasa Indonesia dan versi Bahasa Inggris, versi Bahasa Indonesia dianggap secara otomatis dirubah (berlaku efektif sejak tanggal penandatangan Bank Garansi ini) untuk membuat bagian versi Bahasa Indonesia yang bersangkutan konsisten dengan bagian versi Bahasa Inggris yang bersangkutan.

(BANI). The award and decision taken by Arbitrator (s) shall be final and binding on the parties and the parties hereby expressly waive any right of appeal to any Court in connection with any question of law arising in the course of arbitration or in respect of any award made.

9. The GUARANTOR warrants that this Bank Guarantee has been executed by duly authorized person(s) in accordance with the bylaws of the GUARANTOR.
10. This Bank Guarantee is made in the Indonesian language and the English language. Both versions are equally authentic. In the event of any inconsistency or different interpretation between the Indonesian language version and the English language version, the relevant Indonesian language version is deemed to be automatically amended (with effect from the date of the execution of this Bank Guarantee) to make the relevant part of the Indonesian language version consistent with the relevant part of the English language version.

The Guarantor/Penjamin

Stamp Duty/Materai Rp. 6.000,-

Name/Nama: _____
Title/Jabatan: _____

**PERNYATAAN TENTANG KEASLIAN JAMINAN
PELAKSANAAN PEKERJAAN**

Pada hari ini _____ 20_____, yang bertandatangan di bawah ini:

Nama : _____
Posisi : _____
Nama Kontraktor : _____
Alamat Kontraktor : _____

dengan ini mengakui, menyatakan dan menjamin bahwa Jaminan Pelaksanaan yang dibuat sebagai persyaratan untuk pelaksanaan KONTRAK No. _____ merupakan dokumen yang asli dan diterbitkan secara sah oleh Bank _____.

Apabila dikemudian hari terbukti bahwa Bank Garansi ini palsu atau tidak benar, tanpa mengurangi ganti rugi secara hukum yang dimiliki pihak PERUSAHAAN, atau perusahaan-perusahaan lain dimana PERUSAHAAN mempunyai kepentingan, saya akan menanggung secara penuh semua sanksi administratif dan/atau pidana sebagai akibat hal tersebut diatas yang dijatuhan oleh PERUSAHAAN dan/ atau Pemerintah Republik Indonesia.

Saya menyatakan dan menjamin kepada PERUSAHAAN bahwa saya mempunyai wewenang untuk membuat pernyataan ini serta melaksanakan kewajiban-kewajiban yang tercantum didalamnya dan telah melakukan semua tindakan yang diperlukan untuk menandatangani, menyerahkan dan melaksanakan pernyataan ini.

Pernyataan ini dibuat dan ditandatangani oleh pihak yang berwenang untuk itu pada tanggal dan tahun sebagaimana tersebut di atas untuk kepentingan PERUSAHAAN.

Yang bertandatangan/ the undersigned

(Stamp duty / materai)

Nama/Name: _____
Jabatan/Title: _____

**STATEMENT OF THE AUTHENTICITY OF THE
PERFORMANCE BOND**

On this _____ day of _____ 20____ the undersigned:

Name : _____
Position : _____
Contractor Name : _____
Contractor Address : _____

hereby acknowledges, declares and warrants that the Performance Bond herewith provided as required for the performance of CONTRACT No. _____ is a duly authentic documents and legally issued by the Bank _____.

If it is proved that the Performance Bond to be counterfeit or untrue, without prejudice to any legal remedy that COMPANY; or any other companies in which COMPANY has interest, the undersigned shall be solely liable for any and all of administrative and/or criminal sanction as result there from imposed by COMPANY and/or the Government of the Republic of Indonesia.

The undersigned represents and warrants to COMPANY that the undersigned has power to make this statement and to perform the obligations under this statement and has taken all necessary corporate or other actions to authorize the execution, delivery and performance of this statement.

This statement is made by the duly authorized person on the date and year first written above for the benefit of COMPANY.

**PROVISION OF WELL CHEMISTRY
SAMPLING, ANALYSIS AND TRACER FLOW
TEST FOR DEVELOPMENT WELLS**

Reference Number: 16000148-OS-10101

Exhibit F - Insurance

LAMPIRAN F – ASURANSI EXHIBIT F – INSURANCE

1. Selama jangka waktu Kontrak ini atau untuk setiap perpanjangan-(perpanjangan)nya, Kontraktor harus menutup dengan biayanya sendiri, pertanggungan asuransi tertentu dari beberapa perusahaan asuransi yang handal dan dapat diterima oleh Perusahaan, dengan perincian sebagaimana disebutkan di bawah ini. Pembatasan-pembatasan tersebut adalah persyaratan-persyaratan minimum dan tidak membatasi dengan cara apapun ruang lingkup kewajiban dan tanggung jawab Kontraktor berdasarkan Kontrak ini dan/atau hukum yang berlaku dan tidak akan dianggap sebagai penerimaan Kelompok Perusahaan atas kewajiban keuangan yang melebihi pembatasan-pembatasan tersebut.

1.1. Asuransi Kompensasi Pekerja dan Asuransi Tanggung Jawab Pemberi Kerja untuk kecelakaan atas atau kematian dari setiap orang yang disebabkan dari setiap kecelakaan yang mencakup seluruh lokasi pekerjaan yang terkait.

Kontraktor wajib mendapatkan dan mempertahankan atau meminta didapatkan dan mempertahankan berlakunya selama jangka waktu Kontrak ini, Asuransi Kompensasi Pekerja dan Tanggung Jawab Pemberi Kerja, atau perlindungan yang mempunyai sifat serupa, sepanjang dipersyaratkan oleh hukum yang berlaku di manapun jasa-jasa dilakukan dan/atau di mana Kontraktor atau kontrak-kontrak kerja pegawai subkontraktor darinya dibuat atau disebutkan untuk dibuat.

1.2. Kontraktor harus mendapatkan dan mempertahankan atau membuat untuk mendapatkan dan mempertahankan keberlakuan sepanjang jangka waktu Kontrak ini asuransi All Risk yang memadai atas setiap Peralatan Kontraktor yang dipunyai atau disewa oleh Kontraktor dan subkontraktornya dalam nilai pasar penuh atas peralatan tersebut. Namun demikian, apabila dikehendaki oleh Kontraktor, Kontraktor dapat, tanpa mengabaikan, atau membatasi tanggung jawab Kontraktor, mengasuransikan sendiri Peralatan Kontraktor yang dipunyai atau disewa oleh Kontraktor atau subkontraktornya.

1.3. Asuransi Comprehensive General Liability untuk kecelakaan atas atau kematian dari setiap satu orang dan untuk kerusakan harta benda yang diakibatkan dari satu kecelakaan.

1. Contractor shall obtain, during the term of this Contract or any extension(s) thereof at its own expense, with reliable insurance companies acceptable to Company, insurance coverage in amounts not less than the amounts stipulated below. Such limits are minimum requirements and do not limit in any way the scope of any of Contractor's obligations or liabilities under this Contract or applicable laws and shall not be construed as Company Group's acceptance of financial liabilities in excess of these limits.

1.1. Worker's Compensation Insurance and Employer's Liability Insurance for injuries to or death of any one person resulting from any one accident covering location of all work locations involved.

Contractor shall obtain and maintain or cause to be obtained and maintained in force throughout the term of this Contract, Worker's Compensation Insurance and Employer's Liability coverage, or coverage of a comparable nature, to the full extent required by all applicable laws wherever the services are performed and/or wherever Contractor's or its subcontractor's employees' contracts of employment are made or expressed to be made.

1.2. Contractor shall obtain and maintain or cause to be obtained and maintained in force throughout the term of this Contract adequate All Risk insurance on all Contractor's Equipment owned or hired by Contractor and its subcontractor in the amount of the full current market value of same. However, should Contractor wish, Contractor may, without waiving, limiting or restricting Contractor's liabilities, self insure the Contractor's Equipment owned or hired by Contractor or its subcontractor.

1.3. Comprehensive General Liability Insurance for injuries to or death of any one person and for property loss or damage resulting from any one accident.

1.4. Asuransi Automobile Liability termasuk perlindungan kendaraan yang dimiliki, disewa atau digunakan oleh Kontraktor dan/atau subkontraktor, untuk kecelakaan atas atau kematian dari satu orang dan/atau kerusakan harta benda Pihak Ketiga.

1.5. Asuransi Professional Liability atas kelalaian, kesalahan, pelanggaran saat melakukan tugas dalam pelaksanaan pekerjaan bisnis profesional.

1.6. Tipe dan jumlah lain dari asuransi sebagaimana dipersyaratkan oleh hukum yang berlaku sehubungan dengan pelaksanaan Pekerjaan/Jasa oleh Kelompok Perusahaan.

1.4. Automobile Liability Insurance, including coverage for vehicles owned, hired or used by Contractor and/or any subcontractor, for injuries to or death of any one person and/or Third Party property damage.

1.5. Professional Liability Insurance for negligence, failure, breach of professional duty in the conduct of the professional business practice.

1.6. Such other types and amounts of insurance as required by applicable laws in relation to the Contractor Group's performance of the Work/Services.

Summary of Insurances

No.	Name of Insurance	Coverage	Terms
1	Worker's Compensation	BPJS or WC for expats	BPJS Ketenagakerjaan & BPJS Kesehatan
2	Employer's Liability	IDR 10,000,000,000.00	Per any occurrence
3	All Risk	Self insured	
4	Comprehensive General Liability	IDR 10,000,000,000.00	Per any occurrence
5	Automobile Liability	IDR 10,000,000,000.00	Per any occurrence
6	Professional Liability	N/A	
7	Life & Medical Insurance	See terms	expats personnel: Life Insurance for personnel (no inpatient & outpatient medical required) equivalent with Allianz
8	Other insurances	By law	

2. Perusahaan mempunyai hak untuk menolak penjamin dan perusahaan asuransi yang digunakan Kontraktor dalam membeli perlindungan asuransi sebagaimana disebutkan di atas dengan ketentuan bahwa Perusahaan wajib untuk tidak secara tidak beralasan menolak setiap penjamin dan perusahaan asuransi yang bertanggung jawab secara finansial dengan reputasi baik.
3. Sepanjang tanggung jawab-tanggung jawab yang diambil oleh Kontraktor berdasarkan Kontrak ini, seluruh asuransi Kontraktor yang diperlukan di atas wajib disahkan untuk mengatur bahwa pihak asuransi dan penjamin melepaskan hak mereka untuk mengalihkan kepada Kelompok Perusahaan dan PLN. Asuransi Kontraktor sebagaimana dipersyaratkan dalam Pasal 1 (termasuk) wajib menamakan Kelompok Perusahaan sebagai pihak terasuransi tambahan, tetapi hanya sehubungan dengan resiko dan kerugian di mana Kelompok Kontraktor telah mengambil kewajiban berdasarkan Kontrak ini atau selain itu bertanggung jawab secara hukum. Polis Asuransi Comprehensive General Liability Kontraktor harus disahkan sehingga berlaku
2. Company shall have the right to object to underwriters and insurance companies that Contractor uses in purchasing any insurance coverage stated above provided that Company shall not unreasonably object to any financially responsible underwriters and reputable insurance companies.
3. To the extent of the liabilities assumed by Contractor under this Contract, all of Contractor's insurance required above shall be endorsed to provide that the insurers and underwriters waive their rights of subrogation against the Company Group and PLN. Contractor's insurance as required in Article 1 (inclusive) shall name the Company Group as additional insureds, but only with respect to risks and losses for which Contractor Group has assumed liability under this Contract or is otherwise legally liable. Contractor's Comprehensive General Liability Policy shall be endorsed to the effect that it is to be regarded as underlying any Third Party policy held by any of Company Group to the extent of Contractor Group's obligation to Indemnify

secara efektif melingkupi setiap kebijakan Pihak Ketiga yang dimiliki oleh Kelompok Perusahaan sehubungan dengan kewajiban Kelompok Kontraktor untuk mengganti rugi Kelompok Perusahaan berdasarkan Kontrak ini.

4. Kontraktor wajib menanggung biaya premi, pemotongan dan penahanan untuk asuransi Kelompok Kontraktor.
5. Sebelum penandatanganan Kontrak ini dan setelahnya dengan pembaharuan atau penggantian asuransi tersebut, Kontraktor wajib memberikan sertifikat asli asuransi kepada Perusahaan yang menunjukkan asuransi dan pengesahan (endorsements) yang diperlukan di atas. Selain itu, sertifikat wajib berisikan perjanjian tegas dari sisi pihak asuransi untuk memberitahukan Perusahaan atas pembatalan dari atau perubahan material dalam asuransi tersebut setidaknya dalam waktu 30 (tiga puluh) Hari sebelum pembatalan atau perubahan tersebut. Kontraktor wajib memberikan polis asuransi apabila diminta oleh Perusahaan. Perusahaan dapat menunda pembayaran kepada Kontraktor sampai dengan Kontraktor memenuhi ketentuan Pasal 5 ini.
6. Apabila Kontraktor gagal untuk memberikan atau mempertahankan setiap perlindungan asuransi di atas dan endorsements yang dipersyaratkan untuk berlaku oleh Kelompok Kontraktor berdasarkan Kontrak ini atau oleh hukum yang berlaku maka Perusahaan dapat membeli atau memberlakukan yang sama dan menuntut biaya kepada Kontraktor dan berhak untuk memotong jumlah tersebut dari setiap uang yang jatuh tempo atau terhutang dari Kelompok Kontraktor.
4. Contractor shall bear the cost of premiums, deductibles and retentions for Contractor Group's insurance.
5. Prior to execution of this Contract and thereafter upon renewal or replacement of such insurance, Contractor shall provide original insurance certificates to Company evidencing the insurances and endorsements required above. In addition, the certificates shall contain the unequivocal agreement on the part of the insurer to notify Company of the cancellation of or any material change in such insurances at least thirty (30) Days prior to such cancellation or change. Contractor shall provide copies of the insurance policies if so requested by Company. Company may delay payment to Contractor until Contractor complies with this Article 5.
6. If Contractor fails to provide or maintain any of the above insurance coverage and endorsements required to be effected by Contractor Group under this Contract or by applicable laws then Company may purchase or effect the same and charge the cost to Contractor and is entitled to deduct such sums from any monies due or owing to Contractor Group.

**PROVISION OF WELL CHEMISTRY
SAMPLING, ANALYSIS AND TRACER FLOW
TEST FOR DEVELOPMENT WELLS**

Reference Number: 16000148-OS-10101

**Exhibit G - Safety, Health and Environment
(SHE) Requirements**

EXHIBIT G

SAFETY, HEALTH AND ENVIRONMENTAL (SHE) REQUIREMENTS

CHAPTER 1 GENERAL REQUIREMENTS

- 1.1. COMPANY is committed to conducting work in manner, which minimizes the risks to the health and safety of those involved in, and affected by such work. COMPANY is also committed to conducting its operations in a manner, which minimizes the impact on natural and 'built' environments in the worksite.

COMPANY's Safety, Health and Environmental ("SHE") Policy Statement is attached to this SHE Requirements (Attachment-1 Statement of SHE Policy at the COMPANY). CONTRACTOR is required to acknowledge and support this COMPANY's SHE Policy Statement by signing the document.

- 1.2. This Exhibit sets out minimum SHE Requirements for the work that CONTRACTOR and sub-Contractor shall comply with whilst conducting work for the COMPANY under the Contract. Furthermore, CONTRACTOR is also required to comply with the applicable site specific SHE rules.
- 1.3. COMPANY may perform SHE audits and assessments to CONTRACTOR's and its Sub-Contractor's management system and performance under the CONTRACT.

COMPANY reserves the right without prior notice to CONTRACTOR to conduct SHE audits of the work.
- 1.4. CONTRACTOR shall at all times be responsible for performing the work in a manner so as to protect against loss of life, injury to people, damage to property and the environment. The detailed manner of means and methods in performing the work shall be under the control and direction of CONTRACTOR subject to COMPANY's approval.
- 1.5. Prior to commencing the work, certain SHE processes must be completed. Such SHE processes include formally developing the final SHE Plan and defining the timing and frequency of SHE audits and permitting, subject to COMPANY's approvals. CONTRACTOR shall ensure that sufficient resources are dedicated to those tasks to ensure completion prior to commencing the work.
- 1.6. Either party may at any time stop the work or any portion of the work without penalty to COMPANY if the work is not conducted in accordance with SHE guidelines specified in this SHE Requirements or by the laws of the appropriate jurisdiction.
- 1.7. CONTRACTOR shall ensure that the work associated with the CONTRACT are conducted in compliance with applicable national and local laws and regulations, CONTRACTOR standards, COMPANY requirements and guidelines, and industry best practices related to SHE.

- 1.8. **Work Authorizations / Permit-To-Work**

All site work carried out by CONTRACTOR and/or its sub-Contractor shall comply with "Permit-To-Work System" applicable procedure.

CONTRACTOR shall be solely responsible for obtaining in due time, all the necessary work authorizations and permits when required, to work inside restricted areas at the worksite. The authorization and permits may include but not be limited to the work in confined spaces, hot environment, excavation, potentially high H₂S areas, work at height, work with hazardous and toxic substances/materials, process equipment cleaning, etc.

COMPANY shall, upon CONTRACTOR's request, undertake to provide CONTRACTOR with work permits and/or authorizations as it is empowered to issue such permits.

1.9. Limits of Authority

COMPANY's and CONTRACTOR's representatives and personnel do not have the authority to loosen SHE standards. If it is mutually agreed by both CONTRACTOR's and COMPANY's representatives that the work is inadequate with regards to any aspect of SHE, then the work may be immediately suspended.

1.10. Management of Change

Ensure that appropriate control system is implemented to fully review the impact on project SHE that the following change might invoke:

- engineering/design changes;
- organizational changes;
- planning changes.

CHAPTER 2 SHE MANAGEMENT

2.1. CONTRACTOR shall take all necessary SHE measures in relation to the work to be provided and shall conduct itself and its work-force in such a way as to comply at all times with the provisions of the national and/or international SHE regulations pertinent to work.

2.2. CONTRACTOR shall take such reasonable steps to provide a safe and healthy working environment for its personnel, COMPANY's personnel and related third parties in the performance of this work.

2.3. CONTRACTOR shall operate a management system that ensures:

- CONTRACTOR's and Sub-Contractor's personnel operate safe and healthy work systems at all times for the performance of the work.
- Hazards associated with the work are identified and appropriate controls implemented and actions are taken to prevent accidents.
- Risks to safety, health and environmental of personnel involved in the work are identified, assessed and any precautionary actions and measurements are implemented to either eliminate or reduce such risk to a tolerable level that is considered **As Low As Reasonably Practicable (ALARP)**, given the nature of the work.
- CONTRACTOR's and Sub-Contractor's personnel are aware of the identified hazards and risk to their safety, health and environmental as well as to others, and the controls and precautions applied.
- Compliance with established safety, health and environmental standards and government regulation will be routinely monitored by the CONTRACTOR, and non-compliance remedied.
- CONTRACTOR shall identify Environmental aspect and impact with operational control required, including waste management.

Detailed safe working procedures established by CONTRACTOR to ensure that the work will be conducted with due regard to the SHE aspects, shall be submitted or referenced in the SHE Plan. Copies of the source documents shall be provided to COMPANY if the procedures are referenced only.

2.4. SHE Representative

Unless otherwise stated by the COMPANY, CONTRACTOR shall provide at worksite dedicated SHE Representative(s), in sufficient number of personnel, that meets COMPANY's requirement. When the dedicated SHE representative(s) is replaced, the replacement shall be approved by COMPANY.

The primary responsibility of the SHE representative(s) shall include, but not limited to, achieve an incident free operation by enforce, maintain and monitor the implementation of SHE guidelines and procedures and where required, provide SHE awareness training for the personnel.

The dedicated SHE Representatives shall liaise with COMPANY's Site SHE Representative(s) in daily activities. Such activities shall be approved and actively supported by CONTRACTOR's Senior or Corporate management level.

- CONTRACTOR shall provide dedicated SHE Representative(s) at worksite.
- Dedicated SHE Representative(s) at worksite is not required.

2.5. **Training and Competence**

CONTRACTOR shall pass to COMPANY the evidence of its personnel and its Sub-Contractor's personnel are trained and competent to perform the work in a safe, healthy and environmentally responsible manner.

Such training and demonstration of competence shall include but not limited to vocational, safety, emergency, environmental and other training required by regulatory authorities. CONTRACTOR's senior staff shall have received training in safety management. Mandatory training course or certificates have to be fully defined in the CONTRACT document.

CONTRACTOR shall pass to COMPANY representatives the proof evidence that all involved personnel receive sufficient SHE inductions.

2.6. **Incident Reporting**

2.6.1. CONTRACTOR shall report all incidents and investigate as necessary or requested by COMPANY. Any incident involving COMPANY's, CONTRACTOR's, or any third party's personnel, plant or equipment, shall be reported to COMPANY, whether or not injury to personnel and/or damage/loss to plant or equipment resulted.

The following incidents shall be reported immediately to the On-site Representative(s) of COMPANY:

- damage to property or equipment belonging to COMPANY, third parties, CONTRACTOR or Sub-Contractor;
- injury to personnel of COMPANY, third parties, CONTRACTOR or sub-Contractor;
- near misses which may have had serious potential consequences;
- any environmental incident and damage;
- external relation including civil unrest and media coverage.
- fire/explosion cases;
- theft/crimes;
- transportation incident (land, sea and air).

An initial written report, containing factual information, shall be prepared by CONTRACTOR and delivered to the COMPANY representative within 24 hours of the incident.

COMPANY reserves the right to participate in the investigation of any incident arising out from the performance of the work.

2.6.2. CONTRACTOR and all sub-Contractors shall have an incident reporting and investigation system, details of which shall be included in the SHE Plan.

2.6.3. CONTRACTOR shall maintain and submit to COMPANY a monthly summary of its SHE performance against agreed Key Performance Indicators.

2.6.4. CONTRACTOR shall prepare and submit to COMPANY a weekly report stating all incidents and near misses that has or have occurred during that week.

2.7. **Safety Equipment & Personal Protective Equipment (PPE) Requirements**

2.7.1. CONTRACTOR shall ensure that PPE provided to its employees fulfills the National and/or International Industrial Standard.

2.7.2. CONTRACTOR shall, at its own expense, be responsible to provide its personnel with

- COMPANY's approved PPE suitable for the task being carried out.
- 2.7.3. CONTRACTOR shall ensure that its personnel and/or Sub-Contractor's personnel wear the appropriate PPE when either engaged in work or when in the worksite area where such equipment is required referring to the site specific regulations.
- 2.7.4. All PPE shall be adequately inspected and maintained "fit-for-purpose" and personnel appropriately trained in its use.
- 2.7.5. Any defective PPE shall be replaced without delay. Personnel without correct and proper PPE shall not be allowed to continue work until the replacement of such PPE has been provided.
- 2.7.6. CONTRACTOR shall explain details in the SHE Plan of the PPE proposed to be provided to its personnel. This proposal should include the arrangements for replacement (due to wear and tear and damage) of this equipment.
- 2.8. **Emergency Preparedness**
- 2.8.1. CONTRACTOR and its sub-Contractor shall have emergency preparedness and Emergency Response Plans and Procedures ("ERP") that are available at all times throughout the duration of the CONTRACT.
- 2.8.2. CONTRACTOR shall take all necessary measures to ensure that:
- (i) Potential emergency situations have been identified and assessed;
 - (ii) An ERP, including clear distribution of responsibilities, is established;
 - (iii) CONTRACTOR's management, personnel and third parties are aware of ERP procedure and their responsibilities in accordance with ERP;
 - (iv) Regular drills and exercises are carried out to test the ERP and that any result and issues are properly addressed.
- 2.8.3. CONTRACTOR shall notify COMPANY immediately with respect to any emergency situation and shall provide regular updates on ERP and its tests.
- 2.8.4. CONTRACTOR shall explain details in the SHE Plan of a list of potential contingencies for which ERP are planned. The SHE Plan should also provide detailed schedule of proposed exercises and drills to verify the effectiveness of the proposed arrangements in place.
- Development and implementation of the above plan shall incorporate any COMPANY's assigned personnel to the Project.
- 2.8.5. CONTRACTOR shall assist COMPANY to create the "Bridging Document" to indicate and clarify the agreed communication and coordination links between CONTRACTOR emergency response plan and COMPANY. The document has to be signed by both parties.
- 2.9. **Safety Drill**
- CONTRACTOR shall ensure that its personnel are thoroughly familiar with all site alarms, muster station and evacuation devices allocation. This should be an integral part of the site induction process.
- CONTRACTOR's personnel should rapidly acquire a thorough knowledge of site escape routes including alternative routes if the primary routes happen to be blocked.
- All CONTRACTOR personnel working at worksite shall participate in appropriate emergency drills and emergency response training (e.g. fire, muster and evacuation drills, gas leaks, civil unrest, injury and abandon drill for rig operations, and others).
- 2.10 **Meetings**
- In order to clarify COMPANY's SHE expectations of CONTRACTOR and to develop the SHE Plan for the work, the following meetings shall be convened:

- 2.10.1. **Initial SHE Management Meeting (kick off meeting)**
Attended by COMPANY's and CONTRACTOR's management representatives and SHE responsible person. During this meeting, the SHE Plan will be discussed, specific action items will be identified and responsibilities for follow-up determined.
- 2.10.2. **SHE Planning Meeting**
Attended by COMPANY's and CONTRACTOR's representatives and SHE responsible person as proposed. Scheduled after the initial SHE management meeting and before commencing the work. At this meeting, CONTRACTOR will provide a specific SHE Plan for COMPANY review. The outcome of the meeting will be a list of action items, time for completion, and assigned responsibilities for completion and acceptance. COMPANY will review the information presented and will respond in a timely manner.
- 2.10.3. **Performance Review Meeting**
Attended by COMPANY's and CONTRACTOR's representatives. SHE performance should be a routine agenda item on CONTRACT review meeting.
- 2.10.4. **Regular SHE Meeting**
All CONTRACTOR's and Sub-Contractor's personnel and COMPANY's representative(s) shall attend SHE meetings on a regular basis. COMPANY's representative shall be given a copy of the minutes of the meetings. Attention shall be given to provide adequate translation of all meetings contents, for non-English speaking personnel.
- 2.11. **Health**
- 2.11.1. CONTRACTOR shall, as a minimum, conduct the work and provide personnel, equipment, facilities and services consistent with the good industrial practice and national standard and regulations.

An assessment of the worksite with regard to "occupational health risks" and "local medical support" shall be provided by CONTRACTOR in the SHE Plan. The assessment result shall be discussed with COMPANY, and a final assessment will be agreed by both parties.
- 2.11.2. To ensure the fitness of personnel engaged in the work, CONTRACTOR shall conduct periodic medical examinations of its personnel refer to site specific regulation. As a minimum requirement, personnel up to 40 years of age shall undergo medical examination every 2 years and personnel above 40 years of age shall undergo medical examination every year.

CONTRACTOR shall also ensure that its Sub-Contractor's personnel are subject to periodic medical examination. As a minimum this shall include pre-hire medical examinations and regular medical examinations. Evidence should be made available to COMPANY to ensure that all CONTRACTOR' personnel are suitable for the work and job location. Detail of medical check up will be determined by COMPANY.

Personnel who are returning from serious sickness or hospitalization must obtain medical clearance from COMPANY's doctor before returning to assume his/her job.
- 2.11.3. CONTRACTOR shall be responsible for the cost of medical examinations as required and to provide COMPANY with medical certificates which confirm the fitness of CONTRACTOR's assigned personnel for the work.
- 2.11.4. CONTRACTOR shall provide sufficient first aid kits for their own purpose completed with first aider(s) ratio. CONTRACTOR shall, at no cost to COMPANY, be responsible for the medical welfare of its own and Sub-Contractor's personnel.

CONTRACTOR and its Sub-Contractor shall take care of arrangements for medical attendance, treatment or hospitalization if and when necessary and will arrange suitable insurance coverage for such contingencies.

2.12. **Drugs and Alcohol Abuse and Control**

- a. Abuse of drugs, alcohol and/or other prohibited substances ("Prohibited Substance") is a global concern that demands attention from all parts of society, including industry.
- b. Abuse of Prohibited Substance may lead to serious property damage, loss of life, injury, accidents, work performance deterioration or other job performance problems.
- c. CONTRACTORs' employees and any individuals assigned to work in the COMPANY facilities shall not operate equipment or perform their duties whilst impaired by the use of any Prohibited Substance.
- d. CONTRACTOR's Employees and any individuals working for the COMPANY are not permitted to:
 - 1) Possess, consume, purchase or sell alcohol on any COMPANY operating facilities.
 - 2) Possess, use, purchase, sell, or distribute illegal drugs or other Prohibited Substance on any COMPANY operated facilities.
- e. COMPANY reserves the right to:
 - 1) require all contractors to pass physical examinations which include tests for Prohibited Substances;
 - 2) require all personnel who work in or manage defined safety and/or environmentally sensitive operations to be subjected to frequent random Prohibited Substance testing programs;
 - 3) search the personal effects of CONTRACTOR, and individuals assigned to work for the COMPANY for Prohibited Substances on COMPANY's worksite, with a proper reason and good faith;
 - 4) test employees of CONTRACTOR, and individuals assigned to work for the COMPANY for the presence of Prohibited Substances in COMPANY's worksite if there is a reasonable suspicion.
- f. All CONTRACTORs' employees must comply with the provisions in this Clause 2.12. Those who do not comply with this Clause 2.12 will not be allowed to work at COMPANY facilities. Similar disciplinary action should be taken by the CONTRACTOR for any violation by its employees of this Clause 2.12.

2.12.1. CONTRACTOR shall obtain valid written consent of its personnel to search property of such personnel when COMPANY suspects that such personnel have in their possession Prohibited Substance or any other item likely to prejudice safety or security. COMPANY will provide a representative to attend the search.

2.12.2. CONTRACTOR shall obtain valid written consent of its personnel to perform medical testing for the presence of Prohibited Substances.

2.12.3. CONTRACTOR further agrees that any personnel who refuse to provide such consent or consents or withdraws such consent or consents, at COMPANY's option, be removed from the work and shall not, at COMPANY's option, be assigned to any future services to be provided by CONTRACTOR for COMPANY.

2.12.4. CONTRACTOR further agrees that it shall immediately notify COMPANY in the event that CONTRACTOR becomes aware that any of its personnel has been found in possession of Prohibited Substance. CONTRACTOR is required to notify COMPANY in the event that any personnel provided for the work have previously been found in possession, or have abused Prohibited Substance at the worksite. The acceptance of such personnel for the work shall be at the sole discretion of COMPANY.

2.13. **Environment**

2.13.1. CONTRACTOR shall comply with all laws, rules and regulations of governmental agencies having jurisdiction, which now exist or may be promulgated during the term of the CONTRACT, relating to the control and prevention of damage to the environment.

2.13.2. CONTRACTOR shall notify COMPANY immediately with respect to any pollution, loss, damage, claim or demand (or occurrence which may give rise to same) resulting from the work performed under the CONTRACT. CONTRACTOR shall report to COMPANY any

incidents of non-compliance with legislative and regulatory environmental requirements that occur during the performance of the work.

- 2.13.3. Without relieving CONTRACTOR of any of its obligations under Clause 2.13.1., if CONTRACTOR does not promptly proceed to perform its obligations under Clause 2.13.1, COMPANY may take part to any degree it deems necessary in the control and removal of any pollution, dumping, spillage or contamination which is the responsibility of CONTRACTOR under the laws, rules and/or regulations mentioned in Clause 2.13.1 or which is due to any act or omission of CONTRACTOR. CONTRACTOR shall reimburse COMPANY for costs arising from such actions of COMPANY upon receipt of invoice from COMPANY. COMPANY shall have the right to deduct such costs from any sum due or becoming due to CONTRACTOR under the CONTRACT.
- 2.13.4. CONTRACTOR shall operate a management system that is able to demonstrate compliance with environmental laws, rules and regulations applicable to its activities, products and services.
- 2.13.5. CONTRACTOR and Sub-Contractor shall take all necessary steps to ensure that the environmental impacts of their work are responsibly managed and shall take all necessary measures to ensure that:
 - (i) CONTRACTOR's personnel are aware of the environmental impact of the CONTRACTOR's work and are sufficiently trained and competent to perform the work.
 - (ii) CONTRACTOR's personnel operate systems, which will ensure that significant environmental impacts of work are identified and managed in accordance with a commitment to legal compliance and continual improvement.
 - (iii) The environmental risks associated with the work are evaluated and appropriate actions are taken to prevent accidents and reduce pollution, and that contingency plans are in place in the event of an incident.
 - (iv) CONTRACTOR will have adequate processes for monitoring the environmental performance of their work.
- 2.13.6. CONTRACTOR shall be responsible for identifying, collecting, segregating, properly storing and transporting all of their hazardous waste, non-hazardous waste, rubbish, food scraps and other discarded material relating to the work onboard in COMPANY's Wellsite or project unit to COMPANY designated area (temporary storage). Such activities shall be performed on a regular basis as per site specific requirement. Such material shall be appropriately disposed according to COMPANY approved methods or existing methods established by CONTRACTOR, which are proven to be acceptable by COMPANY. With regard to hazardous waste, CONTRACTOR shall be responsible for proper temporary storage, transport and disposal to a licensed hazardous material disposal facility as required by environmental laws, rules and regulations applicable to its activities, products and services.
- 2.13.7. CONTRACTOR shall follow all applicable government environment regulations and **site specific requirements** that are not mentioned in this SHE Requirements.

CHAPTER 3 EXPLORATION AND DRILLING SITE SPECIFIC SHE RULE

3.1. **Mandatory Training**

For Exploration & Drilling personnel, as the minimum SHE training requirements will be basic fire fighting & basic first aid / medical care training.

If the employees have to go to the field with a boat to cross the sea, the SEA SURVIVAL Training is needed.

3.2. **Accident Prevention Responsibility**

Each individual is responsible for accident prevention. It is the responsibility of Exploration &

Drilling employees, contractors, visitors, suppliers, vendors to correct and or report to their respective supervisor any unsafe conditions or practices/acts that may be observed in the workplace.

3.3. ID Badge

COMPANY ID badge shall be worn within Exploration & Drilling premises by all employees, contractors, suppliers, vendors and visitors.

Other employee identification system may be used but the acceptance of such system for the workplace shall be approved by COMPANY.

3.4. Reporting Personal Injuries

All on-the-job personal injuries, near misses, even of a minor nature, must be reported to the employee's supervisor no later than the end of the shift in which the injury occurred.

3.5. Hydrogen Sulphide

H₂S is a poisonous gas which has the potential to kill.

Evaluate each job for H₂S hazards before starting and while doing the work.

Use H₂S detection equipment whenever it is suspected that H₂S might be present.

Never work alone in an area where it is suspected that H₂S might be present. Use "Buddy System".

3.6. Endemic Diseases

When it is recognized in risk assessment that in Exploration and Drilling site there are possible of endemic diseases or most local community are suffering certain diseases, a preventive measurement shall be conducted.

This preventive measurement could be done by giving information about site condition in SHE Induction and continued with preventive medication and vaccination.

SHE Induction program shall be conducted one week before departure to the endemic site to ensure that the employee have maximum protection from the diseases. Lifetime effectiveness of diseases medication such as Malaria is one week. If the SHE induction can not be conducted within one week period, the Project Leader shall give adequate information to employee and CONTRACTOR regarding endemic diseases preventive program.

If needed, vaccination shall be received by employee or CONTRACTOR before depart to site to have maximum protection. If vaccination has been received before, employee shall give the report to COMPANY doctor.

3.6. Smoking

Smoking is prohibited in all enclosed-facilities and common work areas without exception. This includes, but is not limited to, all buildings, shops, private offices, conference and meeting rooms, lounges and eating rooms, restrooms, hallways, stairs, vehicles, and any other areas posted with "no smoking" signs. This policy applies to all employees, contractors, vendors, suppliers, and visitors.

Smoking may be allowed in certain areas in certain time that will be determined by field authority.

3.7. Safe Work Permit

A Permit-To-Work System is applied to designated operating areas, including LOTO, Confined Space Entry, Hot Work, and Excavation.

3.8. Clothing

All employees (including CONTRACTORs' employees) shall be clothed in a proper manner that will not impair their safety. Long sleeve shirt and long pants are required to be used for

working.

Special for fire hazardous area, all employees shall wear flame retardant coverall. The coverall specification shall pass COMPANY Requirement and be approved by COMPANY.

3.9. Eye And Face Protection

Eye/face protection (goggles, safety glasses, face shield/hood or welding mask and welding glasses) shall be worn at designated locations and work areas, dictated by the PPE procedure (i.e. doing grinding). General exceptions would also apply to some other areas that are less hazardous, such as in all building/closed facilities, vehicle, or general/public open areas (i.e. parking areas, part of wellpad). All CONTRACTOR personnel shall always be equipped with safety glasses as per COMPANY's standard.

3.10. Hearing Protection

Hearing protection (earplug or earmuff) shall be worn when working in designated high level noise areas, or when using tools or equipment producing high level noise. All CONTRACTOR personnel shall always be equipped with ear plugs as per COMPANY's standard.

3.11. Protective Footwear

Footwear (safety shoes/boots) shall always be worn at all times when working in all operating and/or construction areas as per COMPANY's standard.

3.12. Safety Hat/Helmet

Safety hat/helmet must always be worn at all times when working in all operating and or construction areas, except when in less hazardous areas, such as in all building/closed facilities, vehicle, or general/public open areas (i.e. parking areas) as per COMPANY's standard.

3.13. Full Body Harness

Full body harness must be worn when working in areas more than 1.5 meters above the working surface, or as prescribed by applicable work rules or regulations. Ensure 100% tie-off principles implemented. Additional fall protection device such as fall arrest system may be needed as per COMPANY's standard.

3.14. Life Jacket

In exploration and drilling site that using water transportation as regular transportation, employee, contractor and guest shall wear life jacket at all time when traveling over water.

Life jacket used shall refer to standard applied and regarding its condition and hazard existed in site. Life jacket specification shall be approved by COMPANY.

3.15. Hazardous Chemicals

Proper safety equipment and or PPE, as prescribed by Material Safety Data Sheet (MSDS), must be utilized when handling hazardous chemicals.

Disposal of hazardous chemicals shall be in accordance with applicable regulatory requirements in Exploration & Drilling.

3.16. Safe Driving

Each worker (including employees, contractors, visitors, vendors) shall drive with caution and follow traffic signs.

Maximum speed limits are (except where stated otherwise):

- Exploration & Drilling area: 20 km/h
- Working area : 30 km/h
- Public main road : 80 km/h

Where driving conditions are poor or vision limited, proceed with caution at a safe rate of speed and are watchful for other moving equipment.

Drivers should check vehicles safety following a standard checking form before each trip and CONTRACTOR's supervisors should review Vehicles and Drivers on a monthly basis or when a new (different) vehicle is used. The review results shall be reported and approved by COMPANY's representative.

CONTRACTOR shall warrant CONTRACTOR's drivers' performance records for safety.

Seat Belts

All vehicles shall have seat belts installed.

Seat belts must be worn at all times by the driver and all passengers (including passengers on the rear seats where fitted).

Driving License

All drivers must have a current driving license.

Whenever possible night driving should be avoided except for emergency purposes.

Parks the vehicle in the designated area with reverse parking way.

Motorbikes may be used for commuting to and from in someplace of work where is allowed, providing the motobikes comply with Government regulations and certified crash helmets are worn by both the rider and passenger. Maximum of 2 people per motor bike. Motorbikes shall not be used for business purposes within Exploration & Drilling area.

The rear tray of trucks or pick-ups is for material only. If in any case it shall be used for passenger, the design and structure shall be approved by COMPANY.

The rear tray of trucks or pick-ups is for material only. If in any case it shall be used for passenger, the design and structure shall be approved by COMPANY.

3.17. Illegal Drugs & Alcoholic Beverages

Reporting-to-work under the influence of illegal drugs and or alcohol is strictly prohibited.

Possession or consumption of any alcoholic beverages at job sites is prohibited.

Possession of any illegal drugs is strictly not allowed at any site/facility.

3.18. Gambling

Any kind of gambling is prohibited within COMPANY area.

3.19. Firearms/Machete

Any kind of (unauthorized) firearm and sword/machete is prohibited within Exploration & Drilling area.

3.20. Horseplay

Horseplay or practical jokes are not permitted when working.

3.21. Suspended Load

Do not walk, work or stand under suspended loads. Attach tag lines to guide and control all suspended loads.

3.22. Electrical

Only qualified and assigned employees are allowed to work on electrical lines and related equipment or tools.

3.23. Machinery

Repairs on any machinery or equipment shall not be performed until such machinery/equipment

is de-energized and or isolated out from the system/process, and the potential release of hazardous stored energy is controlled.

Lock-out/Tag-out procedure must be applied correctly and thoroughly.

3.24. Guards

Guards for belts, couplings, chains, etc., must be in place before starting-up equipment.

Guards must not be removed while equipment is in operation.

3.25. House Keeping

Each employee (including contractors, visitors, vendors, suppliers) is responsible to keep all working areas (including tools and equipment) clean, neat and orderly.

3.26. Drills

Each employee (including contractors, visitors, vendors, suppliers) is required to participate in any emergency drills conducted at Exploration & Drilling project area.

3.27. Safety Meetings

Each employee is required to attend and participate in Exploration & Drilling Communication Plan.

COMPANY employees and CONTRACTORs's employees are required to attend pre-job safety meetings and routine work group safety briefings.

Minutes of pre-job safety meetings and routine safety briefings including attendance list will be kept by each Dept/Section/Contract Supervisor.

3.28. Spill Notification

All spills of brine, fuel, oil or any other hazardous/poisonous materials/chemicals must be reported immediately to the supervisor, and/or to the designated person in charge (i.e SHE Representative).

3.29. Crane/Lifting Equipment

All lifting equipment (i.e. mobile crane, overhead crane, etc.) shall regularly be inspected , certified by an authorized institution and permitted to work by Directorate General of EBTKE.

Only certified operators are permitted to operate such lifting equipment.

3.30. Compliance With Laws and Regulations

All employees (including contractor / visitor / vendor) shall comply with all pertinent local Company rules and standard and Indonesian laws and regulations to Safety, Health and Environmental.

Where there are no such requirements in the above-mentioned regulations, common International safety standards and codes (i.e. OSHA, NIOSH) may be utilized as general guidelines.

3.31. Violations

Employees, who violate COMPANY work rules or this SHE Requirements or other policies/regulations that may from time-to-time be issued by either field or Jakarta management, are subject to disciplinary action including termination of employment.

CONTRACTORs, sub-contractors, vendors, suppliers, and visitors who violate COMPANY work rules or SHE Requirements or other policies/regulations will be given a warning letter through his/her company/institutions.

3.32. Emergency Response

3.32.1 Fire

Drilling Site shall be equipped with gas and fire protection and alarm system. If the alarm is ringing in a certain tone, evacuate at once to the safe briefing area / muster point in the parking area or any other designated location.

3.32.2 Fires in Drilling camp

In case of structural fires occurred in Drilling camp, evacuate at once to the safe briefing area / muster point.

3.32.3 Civil Unrest

Drilling facility portal gate must be closed and locked in the event of civil unrest. In case of emergency, evacuation shall be conducted under direction from the Highest Leader On Site, assisted by Emergency Response Team.

3.32.4 Medivac

Medical evacuation is needed if there is any casualties from accident or diseases that need a higher degree of treatment. This procedure shall be developed by CONTRACTOR according to COMPANY emergency response procedure applied on site.

Medivac procedures shall be done under the approval of the highest authority on site.

The Emergency Response Team Leader (ERT-L) shall inform the medivac to the *Emergency Management Team Leader (EMT-L) (refer to Incident Command System procedure)*.

Confined Space

CONTRACTOR shall inform COMPANY which areas within its scope of work are categorized as confined spaces. For each confined space, CONTRACTOR shall put warning signs posted at all possible entry points.

CONTRACTOR is also required to identify the hazards of each confined space, assess the risks and propose to COMPANY the ways to mitigate the risks.

COMPANY will determine whether or not a Permit-To-Work is required for an activity in a confined space. For any confined space that needs Permit-To-Work, CONTRACTOR shall apply Permit-To-Work to COMPANY before the authorized personnel enters the space.

CONTRACTOR shall also ensure that:

- Its authorized personnel, entry supervisor and attendants know the hazards and have been provided with appropriate training and/or education to perform the job safely,
- It has taken necessary actions and has well prepared to mitigate the risks before the confined space is entered,
- It has prepared and provided equipment and tools before the authorized personnel enters the confined space,

COMPANY may request CONTRACTOR from time to time to perform its activity in accordance with COMPANY's Safety, Health & Environment (SHE) Manual concerning 'Confined Space'.

CHAPTER 4 SHE SELECTION AND EVALUATION

- 4.1 For contracted jobs or services that is considered by COMPANY as "HIGH" risk from the COMPANY's risk leveling or risk assessment summary result, the CONTRACTOR who will receive those job must be SHE evaluated.
- 4.2 SHE evaluation will be commenced at the following stages:

- Prior to the CONTRACT award, in the Pre-qualification and in the selection process, together with technical evaluation.
- After CONTRACT awarded, in the pre-job activities.
- During work in progress:
 - Activity evaluation;
 - Program evaluation.
- Final evaluation, after completion of the CONTRACT, including Key Performance Indicators (KPI) assessment.

CHAPTER 5 SHE PLAN

- 5.1. CONTRACTOR shall develop a project specific SHE Plan to manage the work and associated risks.

This SHE Plan shall, as minimum, address topics included in the list detail below. Where existing CONTRACTOR SHE publications detailed the topics listed, it will be sufficient to either include them verbatim, or provide reference as to where they may be found in CONTRACTOR's SHE manuals. The final project specific SHE Plan shall satisfy CONTRACTOR standards, COMPANY requirements and applicable national SHE laws and regulations and industry best practices.

- 5.2. Minimum information to be contained (or referenced) in CONTRACTOR's SHE Plan as is applicable to the work:

5.2.1. **Leadership and Commitment**

Senior management shall reinforce the importance of SHE at all levels in the organization and should be seen to be setting a personal example.

5.2.2. **Policy and Strategic Objectives**

CONTRACTOR shall have a policy that makes reference to the importance of SHE. It is formalized by the highest authority of the COMPANY.

5.2.3. **Organization, Responsibilities, Resources, Standards and Documentation**

A focal point in the organization for distributing information on SHE issues to the workforce shall be determined by CONTRACTOR.

A procedure for determining/enacting SHE training shall be determined by CONTRACTOR.

CONTRACTOR shall have provision for obtaining SHE advice should this be outside the capability of the CONTRACTOR's personnel.

CONTRACTOR shall have a simple procedure for ensuring any Sub-Contractor adheres to same SHE standards.

CONTRACTOR shall have links with client (or third party) emergency services on contracts.

CONTRACTOR shall ensure expedited follow up of SHE items in meetings and ensure they are covered effectively.

CONTRACTOR shall have a statement of how SHE competence is assessed for personnel with SHE-critical activities to perform.

CONTRACTOR shall provide statement of requirements for employees to indicate that they have the necessary appreciation of the SHE issues in the CONTRACTOR's business activities. This should include SHE introduction sessions and SHE training. Such training may include items from the following list (as relevant to the CONTRACT):

- fire and explosion hazards,
- road transport/driving,
- first-aid,
- work procedures/PTW,
- hazard awareness and reporting,
- security,
- basic SHE rules,
- legislative requirements,
- occupational health,
- environmental protection.

5.2.4. Hazards and Effects Management

- SHE targets are set in clear quantifiable terms,
- A system is in place to assess workplace hazards, such as Hazard Identification and/or Risk Assessment.

5.2.5. Planning and Procedures

CONTRACTOR has a document with simple procedures/rules covering the SHE issues in his business activities with a method for review and update. This should include the following :

SHE hazard awareness:

- Basic SHE precautions to be observed in the workplace,
- SHE hazards of tasks and operations encountered in the business,
- SHE hazards of equipment used,
- Use of PTW system,
- Communications with supervisory personnel on site.

CONTRACTOR has a document that:

- outlines the activities of the business.
- identifies those areas that are SHE-critical.
- finds a method how individual contract scopes can be simply appraised to determine where the attention to SHE issues needs to be focused.
- identifies how to determine PPE requirements, and
- identifies a simple set of steps for transportation management.

5.2.6. Implementation and Performance Monitoring

CONTRACTOR has a procedure for recording incident, for advising legislative bodies where necessary and for making annual reviews of performance.

CONTRACTOR has a procedure for investigating incidents.

5.2.7. Auditing and Review

CONTRACTOR shall have a method for the management to carry out simple audits of its CONTRACT operations.

CHAPTER 6 INTERFACE PLAN

- 6.1. CONTRACTOR shall submit Interface Plan that defines COMPANY's and CONTRACTOR's anticipated interfaces, supervision strategy and interaction with COMPANY operation.
- 6.2. The Interface Plan as referred to in point 6.1. above shall include:
 - Interface scope and its risk identification for simultaneous operations (SIMOPS),
 - Resources and work plans to manage the CONTRACT in accordance with CONTRACTOR SHE Plan, that shall include, but not limited to, manpower

- resources,
- CONTRACTOR Affiliates,
 - Technical Resource Institution,
 - Other matters as may be necessary.

CHAPTER 7 GAP ANALYSIS AND CLOSURE PLAN

CONTRACTOR might have been assessed during the Pre-qualification process against COMPANY's Contractor Safety, Health, and Environmental Management System (CSMS) and have passed satisfactorily with no gap closure plan. Alternatively the CONTRACTOR may undergo a specific CSMS audit to determine the risks and mitigation plans for managing the SHE risks appropriate to the work being undertaken.

In such event where gaps in CONTRACTOR's Safety, Health and Environmental Management System or working practices are identified against CSMS then a 'CSMS Gap Analysis and Closure Plan' shall be discussed and agreed, and the CONTRACTOR has a contractual obligation to deliver the actions detailed in the Plan.

The Table below shall be filled in by CONTRACTOR to describe CONTRACTOR's actions for the gap closure:

Action Item No.	Gap Identified	Closure Action	By Who?	By When?

END OF EXHIBIT G

ATTACHMENT-1 TO EXHIBIT G “SHE POLICY STATEMENT”

Policy Statement

The Company is fully committed to conducting operations in an incident-free workplace, all the time, everywhere. Proactive individual involvement, personal responsibility, accountability, and continuous improvement are expected of all employees, clients and subcontractors. The SHE Management System is designed to align all stakeholders' efforts to attain these objectives.

SHE Management is a line management responsibility. Visible management commitment and involvement is essential at all levels. The fundamental elements of the SHE Management System are:

- Each employee is responsible to know and act in accordance with the Company's SHE Management System to protect self and others, the environment, and the property of the Company.
- Effective planning and communication is the foundation of all Company risk management processes.
- Each employee has the obligation to interrupt an operation to prevent an incident from occurring.
- Effective SHE performance will be recognized.
- All incidents will be reported.
- Employees are encouraged to identify improvement and corrective opportunities and participate in developing safety improvement plans.

The Company is committed to ensuring that all operations are performed in a safe manner. This Safety, Health and Environmental (SHE) Manual provides guidance and information regarding the minimum precautions required to work safely in the operations of the Company.

The Company's commitment to safety, health and environment is outlined in **SHE Policy Statements** included in this Manual.

Please read it and if you have any doubt or questions, don't hesitate to seek guidance from your immediate supervisor.

Safety is Everyone's Responsibility.

We are all responsible for our own Safety and that of our co-workers. This way of thinking is fundamental to our business. All employees of the Company and Contractors are responsible for full compliance with all safety policies, procedures and precautions when performing work for the Company.

We will develop and train our employees to ensure that we can work correctly and safely. Our programs are designed to build safety awareness, knowledge and skill and to inspire a consistent culture of safety and an environment of teamwork for all of our personnel. Our SHE training and awareness development program will lay the foundation for getting all of our people to understand and become Safety Leaders all of the time. The Company safety training is focused on the practical learning approach of our safety culture and is intended to be a training tool used throughout the company to teach and re-enforce the correct use of the safety tools.

All personnel of the Company must comply with the **Company's Safety, Health and Environment rules**

Please always bear in mind that:

“YOUR SAFETY MEANS EVERYBODY ELSE’S SAFETY”

Policy Intent

The Company is determined to implement the highest standards of Safety, Health and Environmental (SHE) execution to ensure that all areas of operation are environmentally proactive and safe places for our stakeholders. SHE is a line function with full accountability throughout the entire corporate structure.

Policy

It is the policy of the Company to provide a safe and healthy work environment. The Company is committed to proactively protecting human health and the environment. The Company shares this

commitment with its employees, our customers, other companies, and the communities we work with. Our policy is to continuously improve our safety and health performance by routinely reviewing our practices, policies and procedures to identify opportunities for reducing accidents and enhancing compliance. Our policy is founded on the following basic principles:

- We will comply fully with applicable safety and health laws and regulations.
- We will review our operations and assess the potential for safety and health risks and will develop and implement plans to manage these risks prudently,
- We will regularly review our safety and health performance to identify opportunities to enhance our performance.

The Company Safety and Health Policies are designed to ensure that specific requirements, performance-based standards, and the intent of regulations are specifically identified in order to minimize interpretive errors. The Company is committed to efficiently reduce the potential impacts of our business on safety, health and environment (SHE) by managing hazards, preventing injury, reducing waste, emissions and discharges and by using energy efficiently. We will eliminate injury by observing hazards, reporting and rectifying all unsafe actions and any condition which could lead to an incident.

Each employee is responsible for complying with Company policies, guidance and procedures to ensure that work is performed in a safe and healthful manner. Responsibilities for SHE performance shall be visible throughout the organization with clear management accountability. Full implementation of SHE Management Policies throughout the entire life of the project is essential to our business. Every employee, affiliate, consultant, contractor and subcontractor of the Company shall unconditionally support and rigorously apply the Supreme SHE goals, objectives and all statutory requirements.

Our business, operational and implementation plans and personal objectives shall including quantifiable measurable SHE targets are that will be established annually, reviewed regularly and adjusted as needed to improve the effectiveness of the program. Every employee is accountable for implementation of this policy. If you have any doubt or questions, don't hesitate to seek guidance from your immediate supervisor.

Safety is everyone's responsibility. We are all responsible for both our own safety and that of our co-workers. This objective is fundamental to our business. All employees of Company and Contractors have the same responsibility to comply with safety precautions during performing their work for Company. We are all responsible to work correctly and safely.

In carrying out the policy intent, the Company will:

- ensure that systems are developed and established to identify and control hazards within the work place and to monitor SHE performance.
- ensure that all employees to understand that Safe Operations is "good business", and has an equal importance with any other business matter.
- motivate and encourage all employees, suppliers (vendors and contractors) and other stakeholders to maintain high standards of SHE consciousness.
- communicate openly with employees, suppliers and all stakeholders to continually improve the SHE standards.
- meet all legal obligations wherever we operate and always strive to exceed requirements.
- adopt best practices and apply standards that protect the Safety and Health of the employees and prevent harm to the Environment.
- follow written procedures for high risk or unusual situations.
- involve the right people in decisions that affect SHE procedures and equipment
- ensure that every employee understands that have the duty to prevent SHE losses and provide a safe and healthy place of work.

Jakarta, May 2011

Supramu Santosa
President & CEO

ATTACHMENT 2 TO EXHIBIT G
RECOMMENDED MEDICAL CHECK UP STANDARD
FOR MEDIUM - HIGH RISK JOB

A. General Requirement

1. General Physical Examination
 - a. Head
 - b. Visual Acuity and Eyes
 - c. Ears, Nose, Throat
 - d. Mouth and Teeth
 - e. Neck
 - f. Lung
 - g. Heart
 - h. Stomach
 - i. Liver
 - j. Spleen
 - k. Hands
 - l. Legs
 - m. Skin
 - n. Genital
 - o. Movement and Strength of Upper and Lower Limbs
2. Chest X-Ray
3. Urine Routine
4. Hematology Routine:
HB, WBC, DIFF, ESR
5. Blood Chemistry:
Cholesterol, HDL Cholesterol, LDL Cholesterol, Triglyceride, Glucose Fasting, SGOT, SGPT, Bilirubin, HBsAg, Anti HAV Total, Creatinine, Ureum, Uric Acid.

B. Frequency

1. Person below 40 years old shall have bi-annually medical check up.
2. Person above 40 years old shall have annual medical check up.
3. Special 6 month check up conducted for employees exposed to work place hazard. Items to be checked depend on the hazard.

C. Other

1. Stool culture routine and Anti HAV Total should be checked for food handler every 6 months.
2. Audiometry should be checked for those who expose to high level of noise.
3. Visiotest should be checked for crane operator or those positions which require critical vision include visual field test.
4. Spirometry should be checked for those who exposed to chemical hazard.

**PROVISION OF WELL CHEMISTRY
SAMPLING, ANALYSIS AND TRACER FLOW
TEST FOR DEVELOPMENT WELLS**

Reference Number: 16000148-OS-10101

**Exhibit H - Form of Release of Liens and
Waiver of Claims**

EXHIBIT H **RELEASE OF LIENS AND WAIVER OF CLAIMS**

This Exhibit H - Release of Liens and Waiver of Claims shall be executed upon last payment by COMPANY of final invoice submitted by CONTRACTOR.

I am, _____, acting in my capacity as President Director of the limited liability company, PT. _____ (hereinafter referred to as "CONTRACTOR") hereby make on behalf of CONTRACTOR the following statement and execute the below set forth release which PT. Supreme Energy _____ and its owners, officers, directors and partners (hereinafter collectively referred to as "COMPANY") may rely upon in order to make final payment under CONTRACT _____ based on a true and correct final invoices submitted by CONTRACTOR (hereinafter referred to as "Final Payment") for _____ (hereinafter referred to as "Work") between COMPANY and CONTRACTOR dated of _____ (hereinafter referred to as the "CONTRACT").

AFFIDAVIT

I HEREBY AFFIRM THAT all subcontractors, vendors, suppliers, material men, laborers, equipment renters and all other persons of firms engaged by CONTRACTOR or any of its agents to provide any work, services, material, insurance, financing, or equipment used in the Work and all governmental charges and charges by other COMPANY Contractors providing work, services, material, insurance, financing or equipment at the request or direction of CONTRACTOR or any of its agents have been paid in full for all items furnished in connection with the Work.

I FURTHER AFFIRM THAT there are no other claims against CONTRACTOR or COMPANY by any party with respect to work performed by or on behalf of CONTRACTOR or directed or requested by CONTRACTOR related to the CONTRACT.

FINAL RELEASE AND WAIVER OF ALL LIENS, RIGHT OF LIENS AND CURRENT AND POTENTIAL CLAIMS

CONTRACTOR acknowledge and confirm that COMPANY has made Final Payment under the CONTRACT, thus CONTRACTOR certifies that all claims which CONTRACTOR has against COMPANY related to the Work have been presented to COMPANY and resolved and that no additional monies are due CONTRACTOR other than the Final Payment.

CONTRACTOR hereby releases COMPANY and waives any claims, other than the Final Payment, that it may have against COMPANY for any and all sums due or claimed under the CONTRACT including additional compensation related to the Work.

CONTRACTOR further agrees to protect, defend and indemnify and hold COMPANY, its owners, directors, partners and owners of the facilities, harmless from any and all claims from suppliers, subcontractors, vendors, engineers, laborers, and all other parties engaged by or requested or directed to perform work by CONTRACTOR for the Work.

Signed by me, _____, on behalf of PT. _____ on this _____ in the city of Jakarta.

Signed :
Name :
Title :

PELEPASAN HAK RETENSI DAN PEMBEBASAN DARI TUNTUTAN

Yang bertanda tangan dibawah ini, _____, bertindak selaku Direktur Utama dari PT. _____ (selanjutnya disebut "KONTRAKTOR") membuat serta menandatangani pernyataan dibawah ini terhadap mana PT. Supreme Energy _____ berikut pemilik, pejabat, direktur, partner serta pemilik fasilitas yang dilindungi (selanjutnya secara kolektif disebut "PERUSAHAAN") mendasarkan kepercayaannya untuk melaksanakan pembayaran terakhir atas Kontrak No. _____ berdasarkan tagihan akhir yang benar dan sesuai yang diserahkan oleh KONTRAKTOR (selanjutnya disebut "Pembayaran Terakhir") untuk pekerjaan (selanjutnya disebut "Pekerjaan") antara PERUSAHAAN dan KONTRAKTOR tertanggal _____ (selanjutnya disebut "Kontrak").

PERNYATAAN

DENGAN INI SAYA MENYATAKAN bahwa semua subkontraktor, vendor, pemasok, buruh, pemilik peralatan dan semua pegawai atau perusahaan yang dikontrak oleh KONTRAKTOR atau agen-agennya untuk mengadakan/ menyediakan segala jenis pekerjaan, jasa, material, asuransi, keuangan maupun peralatan yang digunakan dalam Pekerjaan dan segala biaya pemerintah serta biaya dari kontraktor-kontraktor PERUSAHAAN lainnya yang mengadakan/menyediakan pekerjaan, jasa, material, asuransi, keuangan maupun peralatan atas permintaan KONTRAKTOR, atau agennya, telah dibayar penuh untuk semua barang atau jasa yang diberikan dalam rangka Pekerjaan.

DENGAN INI SAYA MENYATAKAN PULA bahwa tidak ada lagi tuntutan-tuntutan terhadap KONTRAKTOR maupun PERUSAHAAN oleh pihak manapun juga dalam rangka pelaksanaan pekerjaan oleh atau atas nama KONTRAKTOR atau atas perintah atau permintaan KONTRAKTOR yang berhubungan dengan Kontrak.

PELEPASAN HAK SEMUA RETENSI DAN PEMBEBASAN DARI TUNTUTAN SERTA ADANYA ATAU KEMUNGKINAN TUNTUTAN DAN MENGAMANKAN PERUSAHAAN DARI TUNTUTAN OLEH PIHAK LAIN

KONTRAKTOR mengakui dan menegaskan bahwa PERUSAHAAN telah melakukan Pembayaran Terakhir berdasarkan Kontrak, oleh karena itu KONTRAKTOR menjamin bahwa segala klaim KONTRAKTOR terhadap PERUSAHAAN yang berhubungan dengan Pekerjaan telah diserahkan kepada PERUSAHAAN dan telah diselesaikan dan tidak ada lagi pembayaran terhadap KONTRAKTOR selain dari Pembayaran Terakhir.

Dengan ini KONTRAKTOR membebaskan PERUSAHAAN dan melepaskan haknya selain dari Pembayaran Terakhir untuk mengajukan tuntutan yang mungkin ada terhadap PERUSAHAAN dalam jumlah berapapun juga berdasarkan Kontrak termasuk kompensasi tambahan sehubungan dengan Pekerjaan.

KONTRAKTOR juga bersedia untuk melindungi, membela dan mengganti kerugian terhadap serta membebaskan PERUSAHAAN, berikut pemilik, direktur, mitra serta pemilik fasilitas, dari segala bentuk tuntutan yang mungkin timbul dari pemasok, subkontraktor, vendor, pegawai, buruh, dan semua pihak yang dikontrak atau diperintahkan atau dipekerjakan oleh KONTRAKTOR dalam rangka Pekerjaan.

Ditandatangani oleh saya, _____, atas nama PT. _____ pada hari_____, tanggal_____, bulan_____, _____ di Jakarta.

Tertanda : _____

Nama : _____

Jabatan : _____

END OF EXHIBIT H

**PROVISION OF WELL CHEMISTRY
SAMPLING, ANALYSIS AND TRACER FLOW
TEST FOR DEVELOPMENT WELLS**

Reference Number: 16000148-OS-10101

**Exhibit I - Contractor Performance
Management**

EXHIBIT I
CONTRACTOR PERFORMANCE MANAGEMENT

1. Contractor shall ensure that the performance of Work is in strict accordance with the Exhibit B – Scope of Work and Contractor shall perform all activities and produce all deliverables to ensure completion of the Work in accordance with the terms and conditions of this Contract and as provided in the respective Work Order.
2. The performance of Contractor is crucial to the safe, timely and effective delivery of the Work. Company shall measure Contractor's performance and seek to identify opportunities for improvement aimed at delivering improved business performance for both Contractor and Company.
3. Areas of performance that Company will focus on include, but are not limited to:
 - SHE;
 - People Competence and Development;
 - Service Delivery;
 - Innovation; and
 - Cost Management.
4. The means by which Company will measure and manage Contractor's performance are set out in this Exhibit and the Attachments referred to herein. This activity is herein referred to as "Contractor Performance Management" (CPM). The CPM process shall be agreed between Company and Contractor and be developed on the following basis:
 - (a) EVALUATION TEAM – Company shall nominate a group of individuals from Company (the "Evaluation Team") who shall have overall responsibility for the CPM process. The Evaluation Team shall not assume responsibility for day-to-day management of the performance of the Work or the responsibilities of the Company Wellsite Leader. The Evaluation Team shall be responsible for co-ordinating the quarterly performance reviews (QPR's) with the Contractor and maintaining and overview of the performance of the Contractor across all Work performed by Contractor. Company shall notify Contractor from time to time of the members of the Evaluation Team.
 - (b) KEY PERFORMANCE INDICATORS (KPI's) – The performance metrics against which Contractor's performance will be assessed are contained in the Scorecard in Attachment 1 of this Exhibit. If Contractor persistently fails to meet the KPIs, Company shall be entitled to suspend or terminate the Contract in accordance with Article of "Term and Termination" of the Exhibit A. Company reserves the right to change the KPI's from time to time at its sole discretion. The Company also has the right to disqualify the Contractor from participating in bids for new work until such performance gaps are corrected. The successful closeout of such corrective actions shall be determined at the sole discretion of Company.
 - (c) SCORECARD – The Scorecard contained in the Attachment 1 of this Exhibit shall be utilised as summary to measure Contractor's actual performance against the KPI's. The performance measures will be reported monthly and will be reviewed on a quarterly basis. The Scorecard will be completed jointly and agreed before being signed off by both parties.
 - (d) QUARTERLY PERFORMANCE REVIEWS (QPR's) – On a quarterly basis or other frequency as determined by Company the Company's Field Wellsite Leader, Evaluation Team, Contractor's Senior management team and Contractor's Representative, shall meet formally to discuss the previous quarter's performance and identify any performance gaps and opportunities for improvement. This QPR shall also be an opportunity to discuss the next quarter period to determine risks to delivery of work programmes or projects. The focus of this meeting shall be on sharing of information and identifying key risks to then agree a risk management and action plan for the next quarter period. Previous quarter's

performance shall be formally agreed at this meeting and recorded for future reference. Progress of follow up actions from the QPR will be recorded and monitored on a monthly CAR (Corrective Action Reporting) register maintained by the Contractor.

- (e) Contractor SHE MANAGEMENT SYSTEM (CSMS) PERFORMANCE – The Contractor shall be pre-qualified against the CSMS requirements and any gaps identified during this pre-qualification and notified as compulsory improvement actions shall be completed in the agreed timeframe as determined by Company. A ‘CSMS Gap Closure Improvement Plan’ shall be developed and the agreed actions and completion dates shall be monitored via the Scorecard and QPR process. The agreed CSMS Gap Closure Plan is contained in Attachment 2 of this Exhibit. Failure to successfully complete the actions or close the gaps by the due dates shall be deemed to be a failure of the Contractor to perform the services and Company shall have the right to apply the suspension or termination provisions of Section (b) above in terms of failure to meet the KPI’s resulting in suspension or termination. The CSMS gap closure plan shall be updated after each Interim CSMS evaluation has been completed.

END OF EXHIBIT I

ATTACHMENT 1 TO EXHIBIT I
SCORECARD

KPI Category	Category Weighting	Specific KPI's	KPI Weight	Score (%)	Scoring methodology	Comments / Definitions	Contractor Feedback	Contractor Score
Operational Efficiency	45%	A. Total Operating in Quarter (days)	30%	13.5	< 90% scores 0% 90% - 98% scores 5% > 98% scores 13.5%			
		B. %NPT for Contractor	10%	4.5	> 3% scores 0% < 3% scores 4.5%			
		C. Total Contractor and Sub-Contractor Related NPT (days)	10%	4.5	> 3% scores 0% < 3% scores 4.5%			
		D. Total Man-hours	10%	4.5	< 95% scores 0% > 95% scores 4.5%			
		E. % Total Corrective Actions more than 3 months overdue	10%	4.5	< 90% scores 0% > 90% scores 4.5%			
		F. Upfront communication with Company performed adequately?	10%	4.5	No scores 0% Yes scores 4.5%	Completeness and in timely manner		
		G. % PMs more than 3 months overdue	10%	4.5	< 90% scores 0% > 90% scores 4.5%	Completeness and in timely manner		
		H. Post Well Communications with Company performed adequately	10%	4.5	No scores 0% Yes scores 4.5%	No delay, in-time when needed, no shortfall		
		Actual Spend vs. Budget, or Target Cost vs. Actual (to be agreed between Company and Contractor)	50%	7.5	> 100% scores 0% 95 - 100% scores 4% < 95% scores 7.5%	Assuming a budget profile (monthly budget) assess actual against assumed and have conversation about variances		
		Cost Avoidance	50%	7.5	No savings identified scores 0% Savings identified, not realized scores 4% Savings identified, not realized scores 7.5%	Ideas from Contractor to avoid costs, i.e. don't need to do this element of work because we can do something differently and save money.		

		Input Measure 1 - Safety Training 70% of staff crew members who have completed 1 or more SHE trainings days in the previous 12 months.	30%	4.5	< 79% of planned scores 0% 80% - 99% planned scores 3% 100% or more of planned scores 4.5%	Training day = 8 hours training (e.g.: 4 x 2 hour courses). The SHE induction associated with the project should be classified as SHE training.
		Input Measure 2 - Corrective Actions Safety audit findings, CSMS gap Closure Plan (100% completion against plan)	30%	4.5	< 79% of planned scores 0% 80% - 99% planned scores 3% 100% or more of planned scores 4.5%	"Planned" relates to the Contractor SHE performance Contract as agreed with Company
Safety, Health and Environment Inputs (1)	15%	Input Measure 3 - Safety Observations Safety observation reports completed during the Contract (i.e.: STOP Cards or equivalent completed, Hazard Reports, No. ASA's during Mgt visits) for all personnel working on Company area (90% completed against plan)	20%	3.0	< 79% of planned scores 0% 80% - 100% planned scores 3.0%	
		Input Measure 4 - Management SHE Visits/Audits to the site during the past 12 months (100% completed against plan)	20%	3.0	< 79% of planned scores 0% 80% - 100% planned scores 3.0%	Management is defined as the CEO or equivalent or his/her direct reports. "Planned" relates to the targets as agreed with Company
Safety, Health and Environment Outputs (2)	15%	Output Measure 1 Fatalities, Major Incident Announcement (MIA), HIPO (refer to investigation result)	40%	6.0	> 0 scores 0% 0 scores 6%	Multiplier. i.e.: in the event of any fatalities on the project, the Contractor shall be allocated a Score of 0% for SHE performance on this Contract.
		Output Measure 2 DAFWC's for all personnel working on the Contract	30%	4.5	> 2 scores 0% < 2 scores 4.5%	Safety performance based on Company Safety Performance Contract in related year. "All personnel" includes Contractor's personnel, their SUBContractor's, and any third parties. SHE performance shall be reported every 2 months
		Output Measure 3 Total Recordable Injury Frequency (includes DAFWC's, RWC, MTC) for all personnel working on Contract	30%	4.5	> 4 scores 0% < 4 scores 4.5%	Safety performance based on Company Safety Performance Contract in related year. "All personnel" includes Contractor's personnel, their SUBContractor's, and any third parties. SHE performance shall be reported every 2 months.

ATTACHMENT 2 TO EXHIBIT I
CSMS GAP CLOSURE PLAN

The Contractor will have been assessed during the pre-qualification process against Company's Contractor SHE Management System (CSMS). Alternatively the Contractor may undergo a specific CSMS audit to determine the risks and mitigation plans for managing the HSE risks appropriate to the Work being undertaken.

In such event where gaps in Contractor's Safety Management System or working practices are identified against CSMS then a 'CSMS Gap Closure Plan' (hereinafter referred to as the 'Plan') shall be agreed and the Contractor has a Contractual obligation to deliver the actions detailed in the Plan. The actions identified for Contractor are listed below.

Action Item No.	Gap Identified	Closure Action	By Who?	By When?